

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A3	PAGE OF PAGES 1 102	
2. CONTRACT NO.		3. SOLICITATION NO. N65540-03-R-0006		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 14 May 2003	6. REQUISITION/PURCHASE NO. 37170091	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3352, ROBERT COLOT 5001 SOUTH BROAD ST PHILADELPHIA PA 19112-1403			CODE N65540	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	TEL: FAX:
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>NSWCCD Philadelphia Bldg 4</u> until <u>16 00</u> local time <u>30 Jun 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME ROBERT R. COLOT		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-897-7060		C. E-MAIL ADDRESS ColotRR@nswccd.navy.mil	
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X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	First Article Units and Testing in accordance with Attachment 1 (Estimated Maximum Quantity of four units with Shock Testing) (Fixed Price)				XXX
ITEM NO 0001AA	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE \$_____	AMOUNT \$_____
	Main Propulsion Diesel Engine for the MCM Class Ship (First Article Unit) Including First Article Testing except for Shock Testing in accordance with Attachment 1				
ITEM NO 0001AB	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE \$_____	AMOUNT \$_____
	Ship's Service Generator Diesel Engine for the MCM Class Ship (First Article Unit) including First Article Testing except for Shock Testing in accordance with Attachment 1				
ITEM NO 0001AC	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE \$_____	AMOUNT \$_____
	Main Propulsion Diesel Engine for the MHC Class Ship (First Article Unit) including First Article Testing except for Shock Testing in accordance with Attachment 1				
ITEM NO 0001AD	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE \$_____	AMOUNT \$_____
	Ship's Service Generator Diesel Engine for the MHC Class Ship (First Article Unit) including First Article Testing except for Shock Testing in accordance with Attachment 1				
ITEM NO 0001AE	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE \$_____	AMOUNT \$_____
	Main Propulsion Diesel Engine for the MCM Class Ship (First Article Unit) Including First Article Testing except for Shock Testing with testing waived in accordance with Section 2.10.3 of Attachment 1				
ITEM NO 0001AF	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE \$_____	AMOUNT \$_____
	Ship's Service Generator Diesel Engine for the MCM Class Ship (First Article Unit) including First Article Testing except for Shock Testing with testing waived in accordance with Section 2.10.3 of Attachment 1				
ITEM NO 0001AG	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE \$_____	AMOUNT \$_____
	Main Propulsion Diesel Engine for the MHC Class Ship (First Article Unit) including First Article Testing except for Shock Testing with testing waived in accordance with Section 2.10.3 of Attachment 1				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	Ship's Service Generator Diesel Engine for the MHC Class Ship (First Article Unit) including First Article Testing except for Shock Testing with testing waived in accordance with Section 2.10.3 of Attachment 1	1	Each	\$_____	\$_____
ITEM NO 0001AJ	Shock Testing for Main Propulsion Diesel Engine for the MCM Class Ship (First Article Unit)	1	Each	\$_____	\$_____
ITEM NO 0001AK	Shock Testing for Ship's Service Generator Diesel Engine for the MCM Class Ship (First Article Unit)	1	Each	\$_____	\$_____
ITEM NO 0001AL	Shock Testing for Main Propulsion Diesel Engine for the MHC Class Ship (First Article Unit)	1	Each	\$_____	\$_____
ITEM NO 0001AM	Shock Testing for Ship's Service Generator Diesel Engine for the MHC Class Ship (First Article Unit)	1	Each	\$_____	\$_____
ITEM NO 0002	Main Propulsion Diesel Engines for the MCM 3 through 14 Class Ship (Production Units) in accordance with Attachment 1 (Estimated Maximum Quantity of 50 units) (Fixed Price)				XXX
ITEM NO 0002AA	Order Placed in FY 2004	ea.		\$_____	
ITEM NO 0002AB	Order Placed in FY 2005	ea.		\$_____	
ITEM NO 0002AC	Order Placed in FY 2006	ea.		\$_____	
ITEM NO 0002AD	Order Placed in FY 2007	ea.		\$_____	

ITEM NO 0002AE	SUPPLIES/SERVICES Order Placed in FY 2008	QUANTITY ea.	UNIT	UNIT PRICE \$_____	
ITEM NO 0002AF	SUPPLIES/SERVICES Order Placed in FY 2009	QUANTITY ea.	UNIT	UNIT PRICE \$_____	
ITEM NO 0003	SUPPLIES/SERVICES Ship Service Diesel Engines for the MCM 3 through 14 Class Ship (Production Units) in accordance with Attachment 1 (Estimated Maximum Quantity of 38 units) (Fixed Price)	QUANTITY	UNIT	UNIT PRICE	AMOUNT XXX
ITEM NO 0003AA	SUPPLIES/SERVICES Order Placed in FY 2004 —	QUANTITY ea.	UNIT	UNIT PRICE \$_____	
ITEM NO 0003AB	SUPPLIES/SERVICES Order Placed in FY 2005	QUANTITY ea.	UNIT	UNIT PRICE \$_____	
ITEM NO 0003AC	SUPPLIES/SERVICES Order Placed in FY 2006	QUANTITY ea.	UNIT	UNIT PRICE \$_____	
ITEM NO 0003AD	SUPPLIES/SERVICES Order Placed in FY 2007 —	QUANTITY ea.	UNIT	UNIT PRICE \$_____	
ITEM NO 0003AE	SUPPLIES/SERVICES Order Placed in FY 2008	QUANTITY ea.	UNIT	UNIT PRICE \$_____	
ITEM NO 0003AF	SUPPLIES/SERVICES Order Placed in FY 2009	QUANTITY ea.	UNIT	UNIT PRICE \$_____	
ITEM NO 0004	SUPPLIES/SERVICES Main Propulsion Diesel Engines for the MHC 51 through 62 Class Ship (Production Units) in accordance with Attachment 1 (Estimated Maximum Quantity of 26 units) (Fixed Price)	QUANTITY	UNIT	UNIT PRICE	AMOUNT XXX

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0004AA	Order Placed in FY 2004	ea.		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0004AB	Order Placed in FY 2005	ea.		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0004AC	Order Placed in FY 2006	ea.		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0004AD	Order Placed in FY 2007	ea.		\$_____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0004AE	Order Placed in FY 2008	ea.		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0004AF	Order Placed in FY 2009	ea.		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Ship Service Diesel Engines for the MHC 51 through 62 Class Ship (Production Units) in accordance with Attachment 1 (Estimated Maximum Quantity of 38 units) (Fixed Price)				XXX

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0005AA	Order Placed in FY 2004	ea.		\$_____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0005AB	Order Placed in FY 2005	ea.		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0005AC	Order Placed in FY 2006	ea.		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0005AD				

	Order Placed in FY 2007	ea.		\$_____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0005AE				

	Order Placed in FY 2008	ea.		\$_____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0005AF				

	Order Placed in FY 2009	ea.		\$_____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT XXX
0006	Main Propulsion Diesel Engines FFP - for the MCM 1 and 2 Class Ship (Production Units) in accordance with Attachment 1 (Estimated Maximum Quantity of 11 units) (Fixed Price)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0006AA				

	Order Placed in FY 2006	ea.		\$_____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0006AB				

	Order Placed in FY 2007	ea.		\$_____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0006AC				

	Order Placed in FY 2008	ea.		\$_____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0006AD				

	Order Placed in FY 2009	ea.		\$_____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT XXX
0007	Ship Service Diesel Engines for the MCM 1 and 2 Class Ship (Production Units) in accordance with Attachment 1 (Estimated Maximum Quantity of 9 units) (Fixed Price)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0007AA				

	Order Placed in FY 2006	ea.		\$_____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0007AB	Order Placed in FY 2007	ea.		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0007AC	Order Placed in FY 2008	ea.		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0007AD	Order Placed in FY 2009	ea.		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT XXX
0008	Training Courses in accordance with Attachment 5 (Estimated Maximum Quantity of 86 Courses) (Fixed Price)				

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE
0008AA	Factory Training Course, MCM Specific, Ordered in FY04		Each	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0008AB	Factory Training Course, MCM Specific, Ordered in FY05		Each	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0008AC	Factory Training Course, MCM Specific, Ordered in FY06		Each	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0008AD	Factory Training Course, MCM Specific, Ordered in FY07		Each	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0008AE	Factory Training Course, MCM Specific, Ordered in FY08		Each	\$_____
0008AF	Local Training Course, MCM Specific, Ordered in FY05		Each	\$_____
0008AG	Local Training Course, MCM Specific, Ordered in FY06		Each	\$_____
0008AH	Local Training Course, MCM Specific, Ordered in FY07		Each	\$_____
0008AJ	Local Training Course, MCM Specific, Ordered in FY08		Each	\$_____
0008AK	Shipboard Training Course, MCM Specific, Ordered in FY04		Each	\$_____
0008AL	Shipboard Training Course, MCM Specific, Ordered in FY05		Each	\$_____
0008AM	Shipboard Training Course, MCM Specific, Ordered in FY06		Each	\$_____
0008AN	Shipboard Training Course, MCM Specific, Ordered in FY07		Each	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0008AP	Shipboard Training Course, MCM Specific, Ordered in FY08		Each	\$_____
0008AQ	Factory Training Course, MHC Specific, Ordered in FY04	EST. QUANTITY	Each	\$_____
0008AR	Factory Training Course, MHC Specific, Ordered in FY05	QUANTITY	Each	\$_____
0008AS	Factory Training Course, MHC Specific, Ordered in FY06	QUANTITY	Each	\$_____
0008AT	Factory Training Course, MHC Specific, Ordered in FY07	QUANTITY	Each	\$_____
0008AU	Factory Training Course, MHC Specific, Ordered in FY08	QUANTITY	Each	\$_____
0008AV	Local Training Course, MHC Specific, Ordered in FY06	QUANTITY	Each	\$_____
0008AW	Local Training Course, MHC Specific, Ordered in FY07	QUANTITY	Each	\$_____
0008AX	Local Training Course, MHC Specific, Ordered in FY08	QUANTITY	Each	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0008AY	Shipboard Training Course, MHC Specific, Ordered in FY05		Each	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0008AZ	Shipboard Training Course, MHC Specific, Ordered in FY06		Each	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0008BA	Shipboard Training Course, MHC Specific, Ordered in FY07		Each	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0008BB	Shipboard Training Course, MHC Specific, Ordered in FY08		Each	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	Spare Parts in accordance with section 2.9.2 of Attachment 1 (estimated Maximum Quantities of 12-MCM,12-MHC,2-MCM 1&2 Initial Outfitting; 10-MCM, 8- MHC, 2-MCM 1&2 Replenishment Spares; 7-MCM, 4-MHC Minor OH kits; and 1-MCM, 1-MHC Major OH kit) (Fixed Price)				XXX

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AA	Initial Spare Parts Outfitting for MCM 3-14, Parts Required to Sustain Operations for 90 Days, Order placed in FY 2003		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AB	Initial Spare Parts Outfitting for MCM 3-14, Parts Required to Sustain Operations for 90 Days, Order placed in FY 2004		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AC	Initial Spare Parts Outfitting for MCM 3-14, Parts Required to Sustain Operations for 90 Days, Order placed in FY 2005		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AD			Set	
	Initial Spare Parts Outfitting for MCM 3-14, Parts Required to Sustain Operations for 90 Days, Order placed in FY 2006			\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AE			Set	
	Initial Spare Parts Outfitting for MCM 3-14, Parts Required to Sustain Operations for 90 Days, Order placed in FY 2007			\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AF			Set	
	Initial Spare Parts Outfitting for MCM 3-14, Parts Required to Sustain Operations for 90 Days, Order placed in FY 2008			\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AG			Set	
	Initial Spare Parts Outfitting for MCM 1-2, Parts Required to Sustain Operations for 90 Days, Order placed in FY 2003			\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AH			Set	
	Initial Spare Parts Outfitting for MCM 1-2, Parts Required to Sustain Operations for 90 Days, Order placed in FY 2004			\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AJ			Set	
	Initial Spare Parts Outfitting for MCM 1-2, Parts Required to Sustain Operations for 90 Days, Order placed in FY 2005			\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AK			Set	
	Initial Spare Parts Outfitting for MCM 1-2, Parts Required to Sustain Operations for 90 Days, Order placed in FY 2006			\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AL			Set	
	Initial Spare Parts Outfitting for MCM 1-2, Parts Required to Sustain Operations for 90 Days, Order placed in FY 2007			\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AM			Set	
	Initial Spare Parts Outfitting for MCM 1-2, Parts Required to Sustain Operations for 90 Days, Order placed in FY 2008			\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AN			Set	
	Initial Spare Parts Outfitting for MHC, Parts Required to Sustain Operations for 90 Days, Order placed in FY 2003			\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AP			Set	
	Initial Spare Parts Outfitting for MHC, Parts Required to Sustain Operations for 90 Days, Order placed in FY 2004			\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AQ			Set	
	Initial Spare Parts Outfitting for MHC, Parts Required to Sustain Operations for 90 Days, Order placed in FY 2005			\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AR			Set	
	Initial Spare Parts Outfitting for MHC, Parts Required to Sustain Operations for 90 Days, Order placed in FY 2006			\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AS			Set	
	Initial Spare Parts Outfitting for MHC, Parts Required to Sustain Operations for 90 Days, Order placed in FY 2007			\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AT			Set	
	Initial Spare Parts Outfitting for MHC, Parts Required to Sustain Operations for 90 Days, Order placed in FY 2008			\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AU	Replenishment Spare Parts for MCM 3-14, Order placed in FY 2003		Set Order	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AV	Replenishment Spare Parts for MCM 3-14, Order placed in FY 2004		Set Order	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AW	Replenishment Spare Parts for MCM 3-14, Order placed in FY 2005		Set Order	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AX	Replenishment Spare Parts for MCM 3-14, Order placed in FY 2006		Set Order	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AY	Replenishment Spare Parts for MCM 3-14, Order placed in FY 2007		Set Order	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009AZ	Replenishment Spare Parts for MCM 3-14, Order placed in FY 2008		Set Order	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BA	Replenishment Spare Parts for MHC, Order placed in FY 2003		Set Order	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BB	Replenishment Spare Parts for MHC, Order placed in FY 2004		Set Order	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BC	Replenishment Spare Parts for MHC, Order placed in FY 2005		Set Order	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BD	Replenishment Spare Parts for MHC, Order placed in FY 2006		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BE	Replenishment Spare Parts for MHC, Order placed in FY 2007		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BF	Replenishment Spare Parts for MHC, Order placed in FY 2008		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BG	Replenishment Spare Parts for MCM 1-2, Order placed in FY 2003		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BH	Replenishment Spare Parts for MCM 1-2, Order placed in FY 2004		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BJ	Replenishment Spare Parts for MCM 1-2, Order placed in FY 2005		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BK	Replenishment Spare Parts for MCM 1-2, Order placed in FY 2006		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BL	Replenishment Spare Parts for MCM 1-2, Order placed in FY 2007		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BM	Replenishment Spare Parts for MCM 1-2, Order placed in FY 2008		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BN	Minor Overhaul Kit for MCM 3-14, Order placed in FY 2005		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BP	Minor Overhaul Kit for MCM 3-14, Order placed in FY 2006		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BQ	Minor Overhaul Kit for MCM 3-14, Order placed in FY 2007		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BR	Minor Overhaul Kit for MCM 3-14, Order placed in FY 2008		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BS	Minor Overhaul Kit for MHC, Order placed in FY 2005		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BT	Minor Overhaul Kit for MHC, Order placed in FY 2006		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BU	Minor Overhaul Kit for MHC, Order placed in FY 2007		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BV	Minor Overhaul Kit for MHC, Order placed in FY 2008		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009BW	Minor Overhaul Kit for MCM 1-2, Order placed in FY 2005		Set	\$_____
0009BX	Minor Overhaul Kit for MCM 1-2, Order placed in FY 2006		Set	\$_____
0009BY	Minor Overhaul Kit for MCM 1-2, Order placed in FY 2007		Set	\$_____
0009BZ	Minor Overhaul Kit for MCM 1-2 , Order placed in FY 2008		Set	\$_____
0009CA	Major Overhaul Kit for MCM 3-14, Order placed in FY 2005		Set	\$_____
0009CB	Major Overhaul Kit for MCM 3-14, Order placed in FY 2006		Set	\$_____
0009CC	Major Overhaul Kit for MCM 3-14, Order placed in FY 2007		Set	\$_____
0009CD	Major Overhaul Kit for MCM 3-14, Order placed in FY 2008		Set	\$_____
0009CE	Major Overhaul Kit for MHC, Order placed in FY 2005		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009CF			Set	
	Major Overhaul Kit for MHC, Order placed in FY 2006			\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009CG			Set	
	Major Overhaul Kit for MHC, Order placed in FY 2007			\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009CH			Set	
	Major Overhaul Kit for MHC, Order placed in FY 2008			\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009CJ			Set	
	Major Overhaul Kit for MCM 1-2, Order placed in FY 2005			\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009CK			Set	
	Major Overhaul Kit for MCM 1-2, Order placed in FY 2006			\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009CL			Set	
	Major Overhaul Kit for MCM 1-2, Order placed in FY 2007			\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0009CM			Set	
	Major Overhaul Kit for MCM 1-2 , Order placed in FY 2008			\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lot		XXX
	Technical Data in accordance with Exhibit A, Contract Data Requirements List (CDRL)- DD Form 1423 (Fixed Price)				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AA		1	Lot		\$_____
	Logistics Management Information Summary (LMI), Engineering Data for Provisioning (EDFP) (Digital) specific to MCM MPDE, Seq. No. A001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AB	Logistics Management Information Summary (LMI), Engineering Data for Provisioning (EDFP) (Digital) specific to MCM SSDG, Seq. No. A002	1	Lot		\$_____
0010AC	Logistics Management Information Summary (LMI), Engineering Data for Provisioning (EDFP) (Digital) specific to MHC MPDE, Seq. No. A003	1	Lot		\$_____
0010AD	Logistics Management Information Summary (LMI), Engineering Data for Provisioning (EDFP) (Digital) specific to MHC SSDG, Seq. No. A004	1	Lot		\$_____
0010AE	Commercial Off-the Shelf (COTS) Manuals, Supplemental Engineering Data for Provisioning specific to MCM MPDE, Seq. No. A005	1	Lot		\$_____
0010AF	Commercial Off-the Shelf (COTS) Manuals, Supplemental Engineering Data for Provisioning specific to MCM SSDG, Seq. No. A006	1	Lot		\$_____
0010AG	Commercial Off-the Shelf (COTS) Manuals, Supplemental Engineering Data for Provisioning specific to MHC MPDE, Seq. No. A007	1	Lot		\$_____
0010AH	Commercial Off-the Shelf (COTS) Manuals, Supplemental Engineering Data for Provisioning specific to MHC SSDG, Seq. No. A008	1	Lot		\$_____
0010AJ	Logistics Management Information (LMI), Supportability Analysis Summary (SAS), Provisioning Part List (PPL) specific to MCM MPDE, Seq. No. A009	1	Lot		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AK	Logistics Management Information (LMI), Supportability Analysis Summary (SAS), Provisioning Part List (PPL) specific to MCM SSDG, Seq. No. A010	1	Lot		\$_____
0010AL	Logistics Management Information (LMI), Supportability Analysis Summary (SAS), Provisioning Part List (PPL) specific to MHC MPDE, Seq. No. A011	1	Lot		\$_____
0010AM	Logistics Management Information (LMI), Supportability Analysis Summary (SAS), Provisioning Part List (PPL) specific to MHC SSDG, Seq. No. A012	1	Lot		\$_____
0010AN	Logistics Management Information (LMI), Supportability Analysis Summary (SAS), Tools and Test Equipment List (TTEL) specific to MCM MPDE, Seq. No. A013	1	Lot		\$_____
0010AP	Logistics Management Information (LMI), Supportability Analysis Summary (SAS), Tools and Test Equipment List (TTEL) specific to MCM SSDG, Seq. No. A014	1	Lot		\$_____
0010AQ	Logistics Management Information (LMI), Supportability Analysis Summary (SAS), Tools and Test Equipment List (TTEL) specific to MHC MPDE, Seq. No. A015	1	Lot		\$_____
0010AR	Logistics Management Information (LMI), Supportability Analysis Summary (SAS), Tools and Test Equipment List (TTEL) specific to MHC SSDG, Seq. No. A016	1	Lot		\$_____
0010AS	Conference Minutes, Provisioning Conference Minutes, Seq. No. A017	1	Lot		\$_____
0010AT	Logistics Management Information (LMI), Supportability Analysis Summary (SAS), Component Identification Data (CID) for Statement of Prior Submission (SPS) specific to MCM MPDE, Seq. No. A018	1	Lot		\$_____

ITEM NO 0010AU	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT \$ _____
	Logistics Management Information (LMI), Supportability Analysis Summary (SAS), Component Identification Data (CID) for Statement of Prior Submission (SPS) specific to MCM SSDG, Seq. No. A019				
ITEM NO 0010AV	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT \$ _____
	Logistics Management Information (LMI), Supportability Analysis Summary (SAS), Component Identification Data (CID) for Statement of Prior Submission (SPS) specific to MHC MPDE, Seq. No. A020				
ITEM NO 0010AW	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT \$ _____
	Logistics Management Information (LMI), Supportability Analysis Summary (SAS), Component Identification Data (CID) for Statement of Prior Submission (SPS) specific to MHC SSDG, Seq. No. A021				
ITEM NO 0010AX	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT \$ _____
	Planned Maintenance System, Master System and Subsystem Index specific to MCM MPDE, Seq. No. A022				
ITEM NO 0010AY	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT \$ _____
	Planned Maintenance System, Master System and Subsystem Index specific to MCM SSDG, Seq. No. A023				
ITEM NO 0010AZ	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT \$ _____
	Planned Maintenance System, Master System and Subsystem Index specific to MHC MPDE, Seq. No. A024				
ITEM NO 0010BA	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT \$ _____
	Planned Maintenance System, Master System and Subsystem Index specific to MHC SSDG, Seq. No. A025				
ITEM NO 0010BB	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT \$ _____
	Commercial Off-the Shelf (COTS) Manuals, and Associated Supplemental Data specific to MCM MPDE, Seq. No. A026				
ITEM NO 0010BC	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT \$ _____
	Commercial Off-the Shelf (COTS) Manuals, and Associated Supplemental Data specific to MCM SSDG, Seq. No. A027				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BD	Commercial Off-the Shelf (COTS) Manuals, and Associated Supplemental Data specific to MHC MPDE, Seq. No. A028	1	Lot		\$ _____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BE	Commercial Off-the Shelf (COTS) Manuals, and Associated Supplemental Data specific to MHC SSDG, Seq. No. A029	1	Lot		\$ _____
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BF	Contractor's Progress, Status and MGMT Report, Seq. No. A030	1	Lot		\$ _____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BG	High Impact Shock Test Plan and Procedures, Seq. No. A031	1	Lot		\$ _____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BH	Shock Test Report, Seq. No. A032	1	Lot		\$ _____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BJ	Notification of Tests, Seq. No. A033	1	Lot		\$ _____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BK	Shock Test Extension, Seq. No. A034	1	Lot		\$ _____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BL	Math Model/Analysis Report, Seq. No. A035	1	Lot		\$ _____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BM	First Article Test Plan and Procedures for each Engine Type, Seq. No. A036	1	Lot		\$ _____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BN	Contractor's FAT Documentation and Reports for Each Engine Type, Seq. No. A037	1	Lot		\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BP	Reliability and Maintainability Program Plan, Seq. No. A038	1	Lot		\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BQ	Reliability, Maintainability Allocations, Assessments and Analysis Reports (RMAAA) and Failure Modes, Effects and Criticality Analysis (FMECA), Seq. No. A039	1	Lot		\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BR	Maintainability Demonstration Test Plan, Seq. No. A040	1	Lot		\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BS	Maintainability Demonstration Test Report, Seq. No. A041	1	Lot		\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BT	MCM Magnetic Test Plan for Single Engine, Seq. No. A042	1	Lot		\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BU	MCM Magnetic Test Report for Single Engine, Seq. No. A043	1	Lot		\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BV	MHC Magnetic Test Plan for Single Engine, Seq. No. A044	1	Lot		\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BW	MHC Magnetic Test Report for Single Engine, Seq. No. A045	1	Lot		\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BX	Training Materials and Products, Seq. No. A046	1	Lot		\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BY	Conference Minutes, Design Review Meeting Minutes for Engine and Installation, Seq. No. A047	1	Lot		\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010BZ	Diesel Engine Lubricating Oil Spectrographic Limits and Guidance for wear Metals, Seq. No. A048	1	Lot		\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010CA	Quality Assurance Program Plan, Seq. No. A049	1	Lot		\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010CB	Manufacturer Recommended Operating Parameters and Sequencing Procedures, Seq. No. A050	1	Lot		\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010CC	Long Term Engine Preservation Plan, Seq. No. A051	1	Lot		\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010CD	Vibration Test Report of MCM Engine Electronic Cabinets, Seq. No. A052	1	Lot		\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010CE	Vibration Test Report of MHC Engine Electronic Cabinets, Seq. No. A053	1	Lot		\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010CF	Interface Control Document, Seq. No. A054	1	Lot		\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010CG	Interface Requirement Specification for MCS Interface, Seq. No. A055	1	Lot		\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010CH	Interface Design Document for MCS Interface, Seq. No. A056	1	Lot		\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010CJ	Engine Sequencing Procedures, Seq. No. A057	1	Lot		\$_____

ITEM NO 0010CK	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
	ABS Design Assessment Review and Approval, Seq. No. A058				\$_____
ITEM NO 0010CL	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
	ABS Design Assessment Report, Seq. No. A059				\$_____
ITEM NO 0010CM	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
	ABS Survey Report on Main Internal Combustion Engine, Seq. No. A060				\$_____
ITEM NO 0010CN	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
	ABS Interim Machinery Certificate, Seq. No. A061				\$_____
ITEM NO 0010CP	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
	Notification of Tests, First Article Testing, Seq. No. A062				\$_____
ITEM NO 0010CQ	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
	Conference Agenda, Provisioning Conferences, Seq. No. A063				\$_____
ITEM NO 0010CR	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
	Interface Control Drawings, Seq. No. A063				\$_____
ITEM NO 0010CS	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
	Logistics Management Information Summary (LMI), Design Change Notice, Seq. No. A065				\$_____
ITEM NO 0011	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
	Contractor Logistic Support Services in accordance with Attachment 2 (CPAF)				
				ESTIMATED COST	
				BASE FEE	
				AWARD FEE	_____
				TOTAL ESTIMATED COST + FEE	

Note: The base fee shall not exceed three percent of the estimated cost of CLIN 0011 exclusive of the fee.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	Lot		
	Performance Based Logistics Services in accordance Attachment 3 (CPAF)			ESTIMATED COST BASE FEE AWARD FEE	
TOTAL ESTIMATED COST + FEE					

Note: The base fee shall not exceed three percent of the estimated cost of CLIN 0012 exclusive of the fee.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Lot		
	Performance Based Logistics-C Services in accordance with Attachment 4 (CPAF)			ESTIMATED COST BASE FEE AWARD FEE	
TOTAL ESTIMATED COST + FEE					

Note: The base fee shall not exceed three percent of the estimated cost of CLIN 0013 exclusive of the fee.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014			Set		XXX
	Special Tooling and Test Equipment in accordance with Section 2.9.1 of Attachment 1 (Estimated Maximum Quantities of 12-MCM 3-14, 12-MHC and 2-MCM 1&2 Onboard Special Tool Kits; 1-MCM 3-14, 1-MHC and 1-MCM 1&2 Intermediate Maintenance Activity Special Tool Kits; 1-MCM 3-14, 1-MHC and 1-MCM 1&2 Depot Level Repair Facility Special Tool Kits) (Fixed Price)				
ITEM NO 0014AA	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	
	On-Board Special Tool Kit Specific to MCM 3-14, Order placed in FY 2004		Set	\$_____	
ITEM NO 0014AB	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	
	On-Board Special Tool Kit Specific to MCM 3-14, Order placed in FY 2005		Set	\$_____	
ITEM NO 0014AC	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	
	On-Board Special Tool Kit Specific to MCM 3-14, Order placed in FY 2006		Set	\$_____	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0014AD	On-Board Special Tool Kit Specific to MCM 3-14, Order placed in FY 2007		Set	\$_____
0014AE	On-Board Special Tool Kit Specific to MCM 3-14, Order placed in FY 2008		Set	\$_____
0014AF	On-Board Special Tool Kit Specific to MHC, Order placed in FY 2004		Set	\$_____
0014AG	On-Board Special Tool Kit Specific to MHC, Order placed in FY 2005		Set	\$_____
0014AH	On-Board Special Tool Kit Specific to MHC, Order placed in FY 2006		Set	\$_____
0014AJ	On-Board Special Tool Kit Specific to MHC, Order placed in FY 2007		Set	\$_____
0014AK	On-Board Special Tool Kit Specific to MHC, Order placed in FY 2008		Set	\$_____
0014AL	On-Board Special Tool Kit Specific to MCM 1-2, Order placed in FY 2004		Set	\$_____
0014AM	On-Board Special Tool Kit Specific to MCM 1-2, Order placed in FY 2005		Set	\$_____
0014AN	On-Board Special Tool Kit Specific to MCM 1-2, Order placed in FY 2006		Set	\$_____
0014AP	On-Board Special Tool Kit Specific to MCM 1-2, Order placed in FY 2007		Set	\$_____

ITEM NO 0014AQ	SUPPLIES/SERVICES	QUANTITY	UNIT Set	UNIT PRICE
	On-Board Special Tool Kit Specific to MCM 1-2, Order placed in FY 2008			\$_____
ITEM NO 0014AR	SUPPLIES/SERVICES	QUANTITY	UNIT Set	UNIT PRICE
	Intermediate Maintenance Activity Special Tool Kit Specific to MCM 3-14, Order placed in FY 2004			\$_____
ITEM NO 0014AS	SUPPLIES/SERVICES	QUANTITY	UNIT Set	UNIT PRICE
	Intermediate Maintenance Activity Special Tool Kit Specific to MCM 3-14, Order placed in FY 2005			\$_____
ITEM NO 0014AT	SUPPLIES/SERVICES	QUANTITY	UNIT Set	UNIT PRICE
	Intermediate Maintenance Activity Special Tool Kit Specific to MCM 3-14, Order placed in FY 2006			\$_____
ITEM NO 0014AU	SUPPLIES/SERVICES	QUANTITY	UNIT Set	UNIT PRICE
	Intermediate Maintenance Activity Special Tool Kit Specific to MCM 3-14, Order placed in FY 2007			\$_____
ITEM NO 0014AV	SUPPLIES/SERVICES	QUANTITY	UNIT Set	UNIT PRICE
	Intermediate Maintenance Activity Special Tool Kit Specific to MCM 3-14, Order placed in FY 2008			\$_____
ITEM NO 0014AW	SUPPLIES/SERVICES	QUANTITY	UNIT Set	UNIT PRICE
	Intermediate Maintenance Activity Special Tool Kit Specific to MHC, Order placed in FY 2004			\$_____
ITEM NO 0014AX	SUPPLIES/SERVICES	QUANTITY	UNIT Set	UNIT PRICE
	Intermediate Maintenance Activity Special Tool Kit Specific to MHC, Order placed in FY 2005			\$_____
ITEM NO 0014AY	SUPPLIES/SERVICES	QUANTITY	UNIT Set	UNIT PRICE
	Intermediate Maintenance Activity Special Tool Kit Specific to MHC, Order placed in FY 2006			\$_____
ITEM NO 0014AZ	SUPPLIES/SERVICES	QUANTITY	UNIT Set	UNIT PRICE
	Intermediate Maintenance Activity Special Tool Kit Specific to MHC, Order placed in FY 2007			\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0014BA	Intermediate Maintenance Activity Special Tool Kit Specific to MHC, Order placed in FY 2008		Set	\$_____
0014BB	Intermediate Maintenance Activity Special Tool Kit Specific to MCM 1-2, Order placed in FY 2004		Set	\$_____
0014BC	Intermediate Maintenance Activity Special Tool Kit Specific to MCM 1-2, Order placed in FY 2005		Set	\$_____
0014BD	Intermediate Maintenance Activity Special Tool Kit Specific to MCM 1-2, Order placed in FY 2006		Set	\$_____
0014BE	Intermediate Maintenance Activity Special Tool Kit Specific to MCM 1-2, Order placed in FY 2007		Set	\$_____
0014BF	Intermediate Maintenance Activity Special Tool Kit Specific to MCM 1-2, Order placed in FY 2008		Set	\$_____
0014BG	Depot Level Repair Facility Special Tool Kit Specific to MCM 3-14, Order placed in FY 2004		Set	\$_____
0014BH	Depot Level Repair Facility Special Tool Kit Specific to MCM 3-14, Order placed in FY 2005		Set	\$_____
0014BJ	Depot Level Repair Facility Special Tool Kit Specific to MCM 3-14, Order placed in FY 2006		Set	\$_____
0014BK	Depot Level Repair Facility Special Tool Kit Specific to MCM 3-14, Order placed in FY 2007		Set	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0014BL	Depot Level Repair Facility Special Tool Kit Specific to MCM 3-14, Order placed in FY 2008		Set	\$ _____
0014BM	Depot Level Repair Facility Special Tool Kit Specific to MHC, Order placed in FY 2004		Set	\$ _____
0014BN	Depot Level Repair Facility Special Tool Kit Specific to MHC, Order placed in FY 2005		Set	\$ _____
0014BP	Depot Level Repair Facility Special Tool Kit Specific to MHC, Order placed in FY 2006		Set	\$ _____
0014BQ	Depot Level Repair Facility Special Tool Kit Specific to MHC, Order placed in FY 2007		Set	\$ _____
0014BR	Depot Level Repair Facility Special Tool Kit Specific to MHC, Order placed in FY 2008		Set	\$ _____
0014BS	Depot Level Repair Facility Special Tool Kit Specific to MCM 1-2, Order placed in FY 2004		Set	\$ _____
0014BT	Depot Level Repair Facility Special Tool Kit Specific to MCM 1-2, Order placed in FY 2005		Set	\$ _____
0014BU	Depot Level Repair Facility Special Tool Kit Specific to MCM 1-2, Order placed in FY 2006		Set	\$ _____
0014BV	Depot Level Repair Facility Special Tool Kit Specific to MCM 1-2, Order placed in FY 2007		Set	\$ _____
0014BW	Depot Level Repair Facility Special Tool Kit Specific to MCM 1-2, Order placed in FY 2008		Set	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		1	Lot		\$ _____
	Services to Provide an Evaluation of the Suitability of the Installation Detail Design (Estimated Maximum Quantity of 1) (Fixed Price)				

MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of FAR Clause 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is one First Article Unit of CLIN 0001; the maximum quantity is four First Article Units with shock testing of Item 0001 plus 172 production units under CLINs 0002, 0003, 0004, 0005, 0006, and 0007; 66 training courses under CLIN 0008, 59 sets of spare parts under CLIN 0009; the technical data under CLIN 0010; either CLIN 0011, 0012 or 0013; 32 sets of special tooling under CLIN 0014; and the services under CLIN 0015.

DETERMINATION AND PAYMENT OF AWARD FEE (SEP 1999)

(a) In addition to any base fee set forth herein, the contractor may earn and be paid all or a portion of an award fee not to exceed \$TBD.

(b) It is understood that the ratio between the maximum possible award fee which may be earned by the contractor and the base fee payable under the contract, as amended, which ratio is TBD shall remain constant. That is, if the base fee payable is increased or reduced by modification, the maximum amount of award fee which may be earned and paid shall be increased or reduced proportionately.

(c) Payment of any award fee earned by the contractor shall not be subject to the withholding provisions of FAR Clause 52.216-8, "Fixed-Fee".

SECTION C Descriptions and Specifications

Section C -DESCRIPTION / SPECS / WORK STATEMENT

The goal of this procurement is to provide high reliability, cost effective replacement diesel engines, spare parts, special tools, training and performance based logistics support for fourteen Mine Countermeasures (MCM –1) Class ships and twelve Coastal Mine Hunter (MHC-51) Class ships.

CLINs 0001 – 0007, 0009, 0014 The Contractor shall provide replacement engines for MCM-1 and MHC-51 Class Ships. The MCM-1 Class ships require four main propulsion diesel engines per ship and three ship service diesel generator engines per ship. The existing MCM 1&2 shipboard diesel engines are of a different manufacturer from the MCM 3 through 14 shipboard engines and have slightly different technical requirements. The MHC-51 Class ships will require two main propulsion diesel engines per ship and three ship service diesel generator engines per ship. The specific technical requirements for the replacement diesel engines (CLINs 0001 – 0007), spare parts (CLIN 0009) and special tools (CLIN 0014) are defined in Section J, Attachment (1), ***Diesel Engine Technical Specification Main Propulsion and Ship Service Diesel Engine, Retrofit Application for MHC-51 and MCM-1 Class Ships.***

CLINs 0011 – 0013 The Contractor shall also price three forms of performance based logistics services support. The three forms of performance based logistics which shall be priced by the Contractor are defined by standardized U.S. Navy logistics support terms: Contractor Logistics Services (CLS), Performance Based Logistics (PBL) and Performance Based Logistics – Commercial (PBL-C). CLS support requirements are defined in Section J, Attachment (2), ***Contractor Logistics Services Statement of Objectives, Main Propulsion and Ship Service Diesel Engines, Retrofit Application for MHC-51 and MCM-1 Class Ships.*** PBL support requirements are defined in Section J, Attachment (3) ***Performance Based Logistic, Statement of Work, Main Propulsion and Ship Service Diesel Engines, Retrofit Application for MHC-51 and MCM-1 Class Ships.*** PBL-C support requirements are defined in Section J, Attachment (4) ***Performance Based Logistic- Commercial, Statement of Work, Main Propulsion and Ship Service Diesel Engines, Retrofit Application for MHC-51 and MCM-1 Class Ships.*** The Government will select the performance based logistics services that provide the best value to the Government.

CLIN 0008 – The Contractor shall also provide Local, Factory and On-Board operator training services. Training requirements are defined in Section J, Attachment (5).

CLIN 0015 – The contractor shall provide a technical evaluation of the suitability of the installation detail design developed under a follow on contract. The purpose of this review is to ensure engine reliability, maintainability and accessibility are not adversely affected by the proposed installation plan.

CLIN 0010- Technical Data shall be provided in accordance with Exhibit A, Contract Data Requirements List (CDRL)- DD Form 1423.

SECTION D Packaging and Marking

Preservation, Packaging and Marking

Preservation, packaging and marking shall be in accordance with Section 2.1.1 of Attachment 1.

PROHIBITED PACKING MATERIALS (JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

(End of clause)

PACKAGING AND MARKING OF REPORTS (SEP 1999)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall promptly display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded;
- (5) Name, code and activity of sponsoring individual.

(End of clause)

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Contractor's Test Facility	NSWCCD/ABS	Origin	NSWCCD
0002	Contractor's Test Facility	NSWCCD/ABS	Origin	NSWCCD
0003	Contractor's Test Facility	NSWCCD/ABS	Origin	NSWCCD
0004	Contractor's Test Facility	NSWCCD/ABS	Origin	NSWCCD
0005	Contractor's Test Facility	NSWCCD/ABS	Origin	NSWCCD
0006	Contractor's Test Facility	NSWCCD/ABS	Origin	NSWCCD
0007	Contractor's Test Facility	NSWCCD/ABS	Origin	NSWCCD
0008	Destination	Receiving Activity	Destination	Receiving Activity
0009	Destination	NSWCCD	Destination	NSWCCD
0010	Destination	NSWCCD	Destination	NSWCCD
0011	Destination	NSWCCD	Destination	NSWCCD
0012	Destination	NSWCCD	Destination	NSWCCD
0013	Destination	NSWCCD	Destination	NSWCCD
0014	Destination	NSWCCD	Destination	NSWCCD
0015	Destination	NSWCCD	Destination	NSWCCD

CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring
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See Section 2.10.1 of Attachment 1.

(Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.)

(End of clause)

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

PLACE OF DELIVERY/PERFORMANCECLIN 0001

Final shipping point for item under CLIN 0001 is:

Naval Station Ingleside
Training Center
Ingleside, TX

CLINs 0002, 0003, 0004, 0005, 0006, 0007

Anticipated place of delivery is as follows:

	FY04 Conversions (shipsets)	FY05 Conversions (shipsets)	FY06 Conversions (shipsets)	FY07 Conversions (shipsets)	FY08 Conversions (shipsets)
MCM (3-14) Texas	1	1	1	2	3
MCM (3-14) Bahrain	0	0	1	1	0
MCM (3-14) Japan	0	0	1	1	0
MHC (51-62) Texas	0	1	2	3	4
MHC (51-62) Bahrain	0	0	0	1	1
MCM (1-2) Texas	0	0	0	1	1

(1) MCM 3-14 Shipset = (4) MPDEs + (3) SSDGs
 (1) MHC 51-62 Shipset = (2) MPDEs + (3) SSDGs
 (1) MCM 1 & 2 Shipset = (4) MPDEs + (3) SSDGs

Actual shipping address will be specified in individual delivery orders.

CLIN 0008

Place of performance will be as specified in individual delivery orders issued hereunder.

CLIN 0009

Shipping point for item under CLIN 0009 is:

Naval Station Ingleside
Fleet Industrial Supply Center
Ingleside, TX

CLIN 0010

Data under CLIN 0010 will be delivered in accordance with the applicable Contract Data Requirements List, DD Form 1423.

CLINs 00011, 0012 or 0013

Place of performance will be as specified in individual delivery orders issued hereunder.

CLIN 0014

Shipping point for item under CLIN 0014 is:

Naval Station Ingleside
Fleet Industrial Supply Center
Ingleside, TX

CLIN 0015

Place of performance will be as specified in individual delivery orders issued hereunder.

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

CLINs 0001AA-0001AH Completion of First Article Testing except for Shock Testing 150 days after date of order

CLINs 0001AJ-0001AM

28 days following 150 days after date of order under a follow on Integration and Installation Contract for these engines

CLINs 0002, 0003, 0004, 0005, 0006, 0007
CLIN 0008
CLIN 0009

60 days after date of order
60 days after date of order
30 days after date of order

CLIN 0010	In accordance with DD Form 1423 and applicable delivery order
CLINs 0011, 0012 or 0013	In accordance with applicable delivery order
CLIN 0014	30 days after date of order
CLIN 0015	In accordance with applicable delivery order

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

CAR-G01 REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☒ a separate invoice for each activity designated to receive the supplies or services.
- ☐ a consolidated invoice covering all shipments delivered under an individual order.
- ☐ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

(End of clause)

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under

fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor* at the following address:

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the COR .

Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than ____ calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

_____ is required with each invoice submittal.

___ x ___ is required only with the final invoice.

_____ is not required.

(f) A Certificate of Performance

___ X ___ shall be provided with each invoice submittal.

_____ is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

* In contracts with the Canadian Commercial Corporation, substitute "Administrative Contracting Officer" for "contract auditor".

(End of clause)

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

AWARD FEE EVALUATION PROCEDURES

In accordance with Federal Acquisition Regulation Subpart 16.405-2, The amount of the award fee to be paid is determined by the Government's judgmental evaluation of the contractor's performance in terms of the criteria stated in the contract. This determination and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government.

AWARD-FEE PLAN (Applicable to CLIN 0011, 0012 or 0013)**1.0 INTRODUCTION**

This award-fee plan is the basis for the **MCM-1 and MHC-51 Class Replacement Diesel Engine Logistics Support** evaluation of the contractor's performance and for presenting an assessment of that performance to the Fee Determining Official (FDO). It describes specific criteria and procedures used to assess the contractor's performance and to determine the amount of award fee earned. Actual award-fee determinations and the methodology for determining award fee are unilateral decisions made solely at the discretion of the Government and not subject to FAR Clause 52.233-1 entitled "Disputes".

The award fee will be provided to the contractor through contract modifications and is in addition to the Cost provisions of the contract. The award fee earned and payable will be determined by the FDO based upon review of the contractor's performance against the criteria set forth in this plan. The FDO may unilaterally change this plan prior to the beginning of an evaluation period. The contractor will be notified of changes to the plan by the Contracting Officer, in writing, before the start of the affected evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by mutual consent of both parties.

2.0 ORGANIZATION

The award-fee organization consists of: the Fee Determining Official (FDO); an Award Fee Review Board (AFRB) which consists of a chairperson, the contracting officer, a recorder, other functional area participants, and advisor members; and the Performance Monitors. The FDO, AFRB members, and performance monitors are listed below:

Members

Fee Determining Official: ***M-Class Re-Engine
Program Manager***

***PEO-SHIPS
PMS-470***

Award Fee Review Board Chairperson: ***Contracting Officer***

***NSWCCD
Code 3352***

Award Fee Review Board Members:

Diesel Engine Technical Specialist
Logistics Specialist
Contract Specialist/Recorder

NSWCCD 9324
NSWCCD 9422
NSWCCD 3352

Performance Monitors

	<u>Area of Evaluation</u>	<u>Performance Monitor(s)</u>
1	Program Management	<i>NSWCCD 9324 (Diesel Tech Code)</i>
2	Performance Metrics	<i>NSWCCD 9324 (Diesel Tech Code)</i>
3	Quality Assurance	<i>NSWCCD 9324 (Diesel Tech Code)</i>
4	Cost and Schedule Management	<i>NSWCCD 9324 (Diesel Tech Code)</i>

3.0 RESPONSIBILITIES

a. **Fee Determining Official**. The FDO approves the award-fee plan and any significant changes. The FDO reviews the recommendation(s) of the AFRB, considers all pertinent data, and determines the earned award-fee amount for each evaluation period.

b. **Award Fee Review Board**. AFRB members review Performance Monitors' evaluation of the contractor's performance, consider all information from pertinent sources, prepare interim performance reports, and arrive at an earned award-fee recommendation to be presented to the FDO. The AFRB may also recommend changes to this plan.

c. **AFRB Recorder**. The AFRB recorder is responsible for coordinating the administrative actions required by the Performance Monitors, the AFRB and the FDO, including: 1) receipt, processing and distribution of evaluation reports from all required sources; 2) scheduling and assisting with internal evaluation milestones, such as briefings; and 3) accomplishing other actions required to ensure the smooth operation of the award fee.

d. **Contracting Officer (CO)**. The CO is the liaison between contractor and Government personnel.

e. **Performance Monitors**. Performance Monitors maintain written records of the contractor's performance in their assigned evaluation area(s) so that a fair and accurate evaluation is obtained. Prepare interim and end-of-period evaluation reports as directed by the AFRB.

4.0 AWARD-FEE PROCESSES

a. **Available Award-Fee Amount**. The available award fee for each evaluation period is shown below. The award fee earned will be paid based on the contractor's performance during each evaluation period.

AWARD-FEE ALLOCATION BY EVALUATION PERIODS

The award fee earned by the contractor will be determined at the completion of evaluation periods shown below. The percentage and dollars shown corresponding to each period is the maximum available-award-fee amount that can be earned during that particular period.

Evaluation Period *	From	To	Available Award Fee (%) **
1	Start of Logistics Services (SLS)***	SLS + 6 mos. or end of contract (whichever comes first)	5
2	SLS + 6 mos.	SLS + 12 mos. or end of contract (whichever comes first)	5
3	SLS + 12 mos.	SLS + 18 mos. or end of contract (whichever comes first)	7
4	SLS + 18 mos.	SLS + 24 mos. or end of contract (whichever comes first)	8
5	SLS + 24 mos.	SLS + 30 mos. or end of contract (whichever comes first).	10
6	SLS + 30 mos.	SLS + 36 mos. or end of contract (whichever comes first)	10
7	SLS + 36 mos.	SLS + 42 mos. or end of contract (whichever comes first)	12
8	SLS + 42 mos.	SLS + 48 mos. or end of contract (whichever comes first)	13
9	SLS + 48 mos.	SLS + 54 mos. or end of contract (whichever comes first)	15
	SLS + 54 mos.	SLS + 60 mos. or end of contract (whichever comes first)	15
		Total	100%

* The contractor will be notified of award fee changes, if any, in writing by the CO before the relevant period is started and the award-fee plan will be modified accordingly. Subsequent to the commencement of a period, changes may only be made by mutual agreement of the parties.

** Will be computed in and expressed in dollars in contract award using percentage shown. The percentages are based on the total amount of MCM and MHC Class ships converted per contract review period. The total number of engines for which the Contractor will be required to provide logistics support will increase during each year of the contract. The following is the anticipated Ship conversion schedule:

*** Logistics Services will start by executing CLIN 0011, 0012 or 0013 from the resultant contract. The anticipated start will occur after the first ship conversion is executed in FY04 (see conversion schedule in the table below).

Definitions:

- (1) MCM 3-14 Shipset = (4) MPDEs + (3) SSDGs
- (1) MHC 51-62 Shipset = (2) MPDEs + (3) SSDGs
- (1) MCM 1 & 2 Shipset = (4) MPDEs + (3) SSDGs

	FY04 Conversions (shipsets)	FY05 Conversions (shipsets)	FY06 Conversions (shipsets)	FY07 Conversions (shipsets)	FY08 Conversions (shipsets)
MCM (3-14) Texas	1	1	1	2	3
MCM (3-14) Bahrain	0	0	1	1	0
MCM (3-14) Japan	0	0	1	1	0
MHC (51-62) Texas	0	1	2	3	4
MHC (51-62) Bahrain	0	0	0	1	1
MCM (1-2) Texas	0	0	0	1	1

- b. Evaluation Criteria. If the CO does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the subsequent award-fee evaluation period. Any changes to evaluation criteria will be made by revising the evaluation criteria and notifying the contractor.

EVALUATION CRITERIA

1. Program Management

Unsatisfactory

- ? Contractor fails to meet requirements for satisfactory performance

Satisfactory

- ? Program planning is comprehensive and contains a logical flow of activities. Program status and visibility into near term actions are provided through schedules and status of contract tasks.
- ? Contractor establishes clear lines of authority and provides effective communication with Government, other agencies, and associate contractors. Minimal programmatic or technical impacts experienced because of communication problems.
- ? Contractor implements management control systems that provide for identification of problems to the appropriate management level. Contractor clearly defines problems with factual supporting information and rationale.
- ? Responsive to Government in supporting programmatic and technical issues. Contractor responds to Government direction in compliance with industry standards and modes of operation. Contractor provides timely, logical response to Government concerns.

Very Good

- ? Contractor plays a key role in identifying issues and recommendations for program improvements. Contractor anticipates new requirements and incorporates them well before critical need dates, thereby avoiding unnecessary work. Contractor accommodates changing schedules, program activities, and associate contractors with minimal impact to the overall program. Contractor makes decisions and recommendations that demonstrate a high level of sensitivity to identifying cost-avoidance opportunities that could reduce overall program costs. Contractor

demonstrates positive management control over program resources; minimizes conflicts with allocation of corporate resources to other programs. Design, development, and production activities provide for increased performance, reliability, maintainability, and supportability without additional cost or risk.

- ? Contractor demonstrates strong leadership through effective internal communications. Inter-organization coordination and planning are exploited to the maximum. Contractor ensures the Government is informed of all upcoming decisions that will potentially impact schedule, technical performance, and/or cost. Early coordination with Government management to keep the Government informed of problem developments, schedule changes, and required decision points.
- ? Contractor demonstrates initiative and foresight in planning for potential problems, analyzing program impact, resolving program problems and instituting prompt corrective actions. Contractor's positive management control over problem areas results in early problem resolution and minimal program impacts. Proposed solutions require little revision or Government intervention and consider life cycle costs. Contractor anticipates most associate contractor's potential problem areas and provides alternative resolutions that clearly consider and identify impact to schedule and cost to all parties.
- ? Contractor continuously reviews labor resource allocations in order to minimize labor usage, while maintaining adequate staffing levels to maintain schedule, an acceptable quality of work, and maximum productivity. Contractor provides visibility to Government of resource concerns and solutions.
- ? Contractor maintains a complete and comprehensive discrepancy tracking system and provides easy access to the Government. Contractor maintains vigorous, formal control over tests, discrepancies, reporting, technical evaluation, and closure disposition.

Excellent

- ? Management demonstrates the highest degree of foresight into program planning, depth of analysis, accomplishment of tasks, advance identification of problems and problem resolution, integrating total program concept and a comprehensive management approach. Critical milestones are planned as early as possible to provide for maximum program contingency time. Many milestones are met early, to the benefit of the program, with no adverse effect on performance, schedule, cost, or risk. Contractor demonstrates a concern for the correct understanding of contract tasking and cost growth avoidance, and is responsive to the changing nature and levels of work.
- ? Contractor develops an effective, efficient contractor team that reflects strong, open lines of communication. Improvements to the planned program result from high quality communication with Government and other external focal points with no program impacts attributed to poor communication. Contractor maintains complete and effective coordination and liaison with Government counterparts and other contractors. Contractor independently supports program activities in a consistent and cooperative mode.
- ? Contractor demonstrates initiative in planning, analyzing, and assessing the total impact of potential problems. Contractor identifies high-risk/problem areas early, plans alternative/parallel courses of action, and keeps the Government well informed of developments. Life cycle costs are minimized by problem solutions.
- ? Contractor's team consists of highly qualified and motivated personnel, with an emphasis on productivity. Contractor minimizes changes of key individuals.
- ? Contractor demonstrates initiative in support of the Government by taking a leadership role in identifying issues and providing significant, timely recommendations and actions for program improvements.

2. Performance Metrics

Unsatisfactory

- ? Contractor fails to meet requirements for satisfactory performance

Satisfactory

- ? Contractor provided shipboard installed equipment achieves Operational Availability of 0.95 at a 95% confidence level for each MPDE diesel engine.
- ? Contractor provided shipboard installed equipment achieves Operational Availability of 0.975 at a 95% confidence level for each SSDG diesel engine.
- ? Contractor provided shipboard installed equipment achieves 2000 hour MTBF at a 95% confidence level.
- ? Contractor provided shipboard installed equipment achieves 5 hour MTTR at a 95% confidence level and have a maximum repair time of less than 24 hours for 95% of all failures.
- ? Contractor provided shipboard installed equipment achieves 15,000 hours between major Class B Overhauls.

Very Good

- ? Contractor provided shipboard installed equipment Operational Availability **exceeds** 0.95 at a 95% confidence level for each MPDE diesel engine.
- ? Contractor provided shipboard installed equipment Operational Availability **exceeds** 0.975 at a 95% confidence level for each SSDG diesel engine.
- ? Contractor provided shipboard installed equipment **exceeds** 2000 hour MTBF at a 95% confidence level.
- ? Contractor provided shipboard installed equipment **is less than** 5 hours MTTR at a 95% confidence level and have a maximum repair time of less than 24 hours for 95% of all failures.
- ? Contractor provided shipboard installed equipment **exceeds** 15,000 hours between Class B Overhauls.
- ? Contractor maintains and records performance metrics data generated on Contractor provided shipboard installed equipment and periodically analyzes the data to determine potential performance metric improvements. The Contractor meets with the Government to clearly communicate and discusses the results of these analyses.

Excellent

- ? Contractor provided shipboard installed equipment Operational Availability **exceeds** 0.95 at a 95% confidence level for each MPDE diesel engine.
- ? Contractor provided shipboard installed equipment Operational Availability **exceeds** 0.975 at a 95% confidence level for each SSDG diesel engine.
- ? Contractor provided shipboard installed equipment **exceeds** 2000 hour MTBF at a 95% confidence level.
- ? Contractor provided shipboard installed equipment **is less than** 5 hours MTTR at a 95% confidence level and have a maximum repair time of less than 24 hours for 95% of all failures.
- ? Contractor provided shipboard installed equipment **exceeds** 15,000 hours between Class B Overhauls.
- ? Contractor maintains and records performance metrics data generated on Contractor provided shipboard installed equipment and periodically analyzes the data to determine potential performance metric improvements. The Contractor meets with the Government to clearly communicate and discusses the results of these analyses with the Government. The Contractor takes active measures to determine potential improvements and to test these improvements prior to proposing or implementing into shipboard configuration.

3. Quality Assurance**Unsatisfactory**

- ? Contractor fails to meet requirements for satisfactory performance

Satisfactory

- ? Responsibilities for ensuring quality in design are assigned, described in written procedures and implemented.
- ? Planning to implement quality in design is complete and includes provisions for employing appropriate fixtures, tooling, and skills. Environmental, contamination, corrosion, and other special controls are identified.
- ? Producibility, inspectability and testability are evaluated prior to design release and result in no major related impact to contract requirements.
- ? Handling, packaging, packing and transporting of materials and products are considered during the design resulting in no major related impacts on the contract performance.
- ? Contractor ensures that appropriate suppliers evaluate producibility, inspectability and testability prior to design release.
- ? Contractor strives to increase quality management effectiveness by promoting continuous process improvement.

Very Good

- ? The design review process is structured to include independent reviewers of the design for evaluating quality in design features which include producibility, testability and inspectability. The results are fully integrated with appropriate closure of all concerns.
- ? An active lessons-learned approach to design and manufacturing is documented, maintained and used to avoid problems.
- ? Producibility, inspectability and testability considerations are included in the released design. All major and critical characteristics are producible, measurable and verifiable as released in the design.
- ? Facilities are designed to minimize the adverse effects of handling, packaging, packing, storing and transportation to adversely effect the hardware. There is no damage related to design.
- ? Appropriate suppliers demonstrate performance in producibility, inspectability and testability resulting in no significant supplier-related problems. Contractor is actively involved in preventing related problems at supplier facilities.
- ? Contractor regularly demonstrates that product assurance disciplines and process improvement tools have been utilized to their fullest during the design of each part of the system.
- ? Contractor establishes an aggressive vendor defect prevention program.
- ? Contractor realizes cost savings from a reduction of manufacturing scrap rates due to lower overhead allocations required for scrap, rework or repair dispositions.

Excellent

- ? Strong corporate involvement in, and support of, the quality in design effort is demonstrated by the establishment of quality in design measurement methods, evaluation of performance, and effect improvement.
- ? Design quality problems are anticipated and acted upon to eliminate any impact. No significant changes requiring adverse impacts to the cost, schedule, or performance planning are needed to meet or exceed contract requirements.
- ? Incorporation of producibility, inspectability, and testability efforts result in reduced manufacturing or inspection costs and improves on contract schedule requirements. No deviations or waivers requested for associated contractor omissions or errors.
- ? Supplier management efforts result in performance where designs did not require any change after delivery, relating to producibility, inspectability and testability.

- ? The contractor exhibits a thorough and successful integration of quality concepts throughout other functional disciplines such as design, safety, manufacturing, configuration management, quality assurance, and purchasing.
- ? Exhibits a complete understanding of a variability reduction program, especially at the subcontractor/vendor facilities, resulting in total process control, reduced cost of quality, and lower overhead allocations.

4. Cost and Schedule Management

Unsatisfactory

- ? Contractor fails to meet requirements for satisfactory performance

Satisfactory

- ? All cost and schedule reports are clear and reconcile to a common data base.
- ? Funds requirements data are projected accurately and clearly and are received timely.
- ? Cost and schedule variances (including subcontractor) are identified early and plans for recovery revised, reported, and implemented.
- ? Contractor ensures all proposal data, including subcontractor data, is adequate for technical review and cost analysis.
- ? Changes are suggested **in a timely manner** to achieve maximum cost savings when implemented.
- ? Schedule milestone tracking and projections are accurate with only minor impacts occurring.
- ? Contractor meets schedule identified in the contract.

Very Good

- ? Funds requirements reflect constant scrutiny to ensure accuracy.
- ? Cost savings are considered and reported in change proposals.
- ? Contractor prepares and develops graphic program cost and schedule data that provides clear Government visibility into current and forecast program costs and schedules. Variances recovered without serious impact to technical or schedule goals when recovery plans are implemented. Schedule variances are well explained and recovered with minor impact to overall program goals.
- ? Contractor performs necessary contingency planning and keeps close and timely communication with the Government on cost and schedule issues.
- ? Baseline integrity is consistently maintained, and all changes are fully documented. Narratives explaining data variances (cost/schedule at completion) are current, explicit, and relevant to the variances observed. They are fully accurate and a consistent indication of the program development. Narratives address anticipated future program impacts and fully describe both current and future programmatic and cost impacts of the current cost/schedule performance.
- ? Schedule milestone tracking and projections are very accurate and reflect true program status.
- ? Plans, develops and executes viable procedures that incorporate the flexibility necessary to be responsive to changing priorities and schedules without adversely effecting overall system cost and completion schedule. Contractor executes innovative resource management and planning to minimize the adverse impact on the program of any scheduled slip.
- ? Contractor is ahead of schedule with no adverse effect on cost or performance.

Excellent

- ? Contractor consistently submits high quality cost and schedule forecasts. Contractor prepares and develops comprehensive, clear schedule data that provides excellent correlation with cost performance reports and permits early identification of problem areas.
- ? Funds requirements data and projections reported are extremely accurate and received ahead of schedule.
- ? Change proposals stand alone and require no iteration for Government understanding.
- ? Cost variances are fully explained and recovered without impact to overall program goals.
- ? Contractor consistently anticipates possible sources of cost growth and seeks ways to avoid potential cost problems. Contractor proposes innovative and thoroughly cost-effective approaches to problems with which the Government agrees.
- ? Cost management system automatically identifies problem areas and implements solutions to maintain cost and staff growth levels below the negotiated levels. No support or redirection required by the Government to control cost growth.
- ? Contractor plans, develops and executes procedures that allow completion of major milestones ahead of schedule with no adverse impact on coordination, performance or cost and which cause the accrual of benefits to the program.
- ? Schedule milestone tracking and projections are extremely accurate and prevent program impact.

c. Interim Evaluation Process. The Government does not intend to provide interim evaluations for the resultant contract. The CO may issue letters at any other time when it is deemed necessary to highlight areas of Government concern.

d. End-of-Period Evaluations. The AFRB Recorder notifies each AFRB member and performance monitor **30** calendar days before the end of the evaluation period. Performance monitors submit their evaluation reports to the AFRB **30** calendar days after the end of the evaluation period. The AFRB prepares its evaluation report and recommendation of earned award fee. The AFRB briefs the evaluation report and recommendation to the FDO. At this time, the AFRB may also recommend any significant changes to the award-fee plan for FDO approval. The FDO determines the overall grade and earned award-fee amount for the evaluation period within **45** calendar days after each evaluation period. The FDO letter informs the contractor of the earned award-fee amount. The CO issues a contract modification within **15** calendar days after the FDO's decision is made authorizing payment of the earned-award-fee amount.

e. Contractor's Self-Assessment. When the contractor chooses to submit a self-evaluation, it must be submitted to the CO within five working days. This written assessment of the contractor's performance throughout the evaluation period may also contain any information that may be reasonably expected to assist the AFRB in evaluating the contractor's performance. The contractor's self-assessment may not exceed **10** pages.

5.0 AWARD-FEE PLAN CHANGE PROCEDURE

All significant changes are approved by the FDO; the AFRB Chairperson approves other changes. Examples of significant changes include changing evaluation criteria, adjusting weights to redirect contractor's emphasis to areas needing improvement, and revising the distribution of the award-fee dollars. The contractor may recommend changes to the CO no later than **30** days prior to the beginning of the new evaluation period. After approval, the CO shall notify the contractor in writing of any change(s). Unilateral changes may be made to the award-fee plan if the contractor is provided written notification by

the contracting officer before the start of the upcoming evaluation period. Changes effecting the current evaluation period must be by mutual agreement of both parties.

6.0 CONTRACT TERMINATION

If the contract is terminated for the convenience of the Government after the start of an award-fee evaluation period, the award fee deemed earned for that period shall be determined by the FDO using the normal award-fee evaluation process. After termination for convenience, the remaining award-fee amounts allocated to all subsequent award-fee evaluation periods cannot be earned by the contractor and, therefore, shall not be paid.

SUBMISSION OF CONTRACT DOCUMENTATION IN THE ENGLISH LANGUAGE

All documentation submitted under the contract including but not limited to drawings, reports, manuals, training materials, technical documentation, invoices and other correspondence shall be in the English language. The use of a foreign language for contract documentation is prohibited.

ORDERING OF CLIN 0010

The Government may order CLIN 0010 by sub-CLIN. Not all sub-CLINs may be ordered.

CAR-H05 PAST PERFORMANCE ASSESSMENT (SYSTEMS OR SHIP REPAIR AND OVERHAUL) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements and sub-elements:

(1) Quality of Product or Service: This element is comprised of an overall rating and six sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the contractor's technical performance or progress towards meeting requirements. It is not a predetermined roll-up of the sub-element assessments.

(A) **Product Performance:** The contractor's achieved product performance relative to performance parameters required by the contract.

(B) **Systems Engineering:** The contractor's effort to transform operational needs and requirements into an integrated system design solution.

(C) **Software Engineering:** The contractor's success in meeting contract requirements for software development, modification, or maintenance. As a source of information to support this evaluation, the government may use results from the Software Capability Evaluations (SCEs) (using the Software Engineering Institute's (SEI's) Capability Maturity Model (CMM) as a means of measurement; Software Development Capability Evaluations (SDCEs); or similar software assessments.

(D) **Logistics Support/Sustainment:** The success of the contractor's performance in accomplishing logistics planning.

(E) **Product Assurance:** The contractor's success in meeting program quality objectives, e.g., producibility, reliability, maintainability, inspectability, testability, and system safety, and controls over the manufacturing process.

(F) **Other Technical Performance:** All other technical activity of the contractor critical to successful contract performance. This will include additional assessment aspects that are unique to the contract or that cannot be captured in another sub-element.

(2) **Schedule:** Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) **Cost Control (Not required for FFP or FFP/EPA):** The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) **Management:** This element is comprised of an overall rating and three sub-elements. The government will assess activity critical to successfully executing the contract within one or more of these sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the contractor's performance in managing the contracted effort. It is not a predetermined roll-up of the sub-element assessments.

(A) **Management Responsiveness:** The contractor's timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals (especially responses to change orders, ECPs, or other undefinitized contract actions), the contractor's history of reasonableness and cooperative behavior, effective business relations, and customer satisfaction.

(B) **Subcontract Management:** The contractor's success with timely award and management of subcontracts, including whether the contractor met small/small disadvantaged and women-owned business participation goals.

(C) **Program Management and Other Management:** The extent to which the contractor discharges its responsibility for integration and coordination of all activity needed to execute the contract; identifies and applies resources required to meet schedule requirements; assigns responsibility and tasks/actions required by the contract; and communicates appropriate information to affected program elements in a timely manner. In addition, the contractor's risk management practices will be assessed, especially the ability to identify risks and formulate and implement risk mitigation plans. If applicable, any other areas unique to the contract or that cannot be captured elsewhere under the Management element will be identified and assessed.

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional).* Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good).* Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory).* Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal).* Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-19	Child Labor--Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-3	Patent Indemnity	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JAN 1991
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984

52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt III	Changes--Cost-Reimbursement (Aug 1987) - Alternate III	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.246-24	Limitation Of Liability-High Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7015	Preference For Domestic Hand Or Measuring Tools	DEC 1991
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Dec 00)	DEC 2000
Alt I	Alternate I	
252.225-7025	Restriction on Acquisition of Forgings	JUN 1997
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992

252.225-7032	Waiver Of United Kingdom Levies	OCT 1992
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	JUN 1997
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7003	Capture and Detention	DEC 1991
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

FIRST ARTICLE APPROVAL--CONTRACTOR TESTING

(a) The Contractor shall test **all** unit(s) of Lot/Item 0001 as specified in this contract. At least **30** calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government and the American Bureau of Shipping (ABS) may witness the tests.

(b) The Contractor shall submit the first article test report within **30** calendar days after completion of First Article Testing to Commanding Officer, Naval Surface Warfare Center Carderock Division, Code 9324 (Enrico Giampalo), 1569 Constitution Avenue, Philadelphia, PA 19112-1403 marked "FIRST ARTICLE TEST REPORT: Contract No. TBD, Lot/Item No. **0001**" Within **30** calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract through 58 months thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$25,000,000.00**;

(2) Any order for a combination of items in excess of **\$25,000,000.00**; or

(3) A series of orders from the same ordering office within **15** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **ten** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **60 months after date of contract**.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Japan or Bahrain, or from which the Contractor or any subcontractor under this contract is exempt under the laws of Japan or Bahrain, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

52.232-25 -- Prompt Payment (Feb 2002) (Applicable to Fixed Price CLINs)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments --*

(1) *Due date.*

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Certain food products and other payments.*

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are --

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment.)

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

- (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
 - (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with Office of Management and Budget prompt payment regulations at 5 CFR part 1315.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
 - (ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.
- (6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.
- (7) *Additional interest penalty.*
- (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--
 - (A) The Government owes an interest penalty of \$1 or more;
 - (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
 - (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.
 - (ii)
 - (A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall --
 - (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
 - (2) Attach a copy of the invoice on which the unpaid late payment interest was due; and
 - (3) State that payment of the principal has been received, including the date of receipt.
 - (B) If there is no postmark or the postmark is illegible--
 - (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
 - (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

- (iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).
- (b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
- (c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.
- (d) *Overpayments.* If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of Clause)

52.232-25 PROMPT PAYMENT (FEB 2002) -- ALTERNATE I (FEB 2002) (Applicable to CPFF CLINs)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments --*

(1) *Due date.*

- (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:
 - (A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).
 - (B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.
- (ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Certain food products and other payments.*

- (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are --

- (A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.
- (B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.
- (C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.
- (D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry

practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment.)

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
- (ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.
- (6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.
- (7) *Additional interest penalty.*
- (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--
- (A) The Government owes an interest penalty of \$1 or more;
 - (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
 - (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.
- (ii)
- (A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall --
 - (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
 - (2) Attach a copy of the invoice on which the unpaid late payment interest was due; and
 - (3) State that payment of the principal has been received, including the date of receipt.
 - (B) If there is no postmark or the postmark is illegible--
 - (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
 - (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.
 - (iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).
- (b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
- (c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.
- (d) *Overpayments.* If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

- (e) *Invoices for interim payments.* For interim payments under this cost-reimbursement contract for services--
- (1) Paragraphs (a)(2), (a)(3), (a)(4(ii)), (a)(4(iii)), and (a)(5)(i) do not apply;
 - (2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and
 - (3) The Contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.
- (End of Clause)

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

- (a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

- (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

- (d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

- (2) Is fixed-price and exceeds--

- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

- (e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

- (f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.

- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the

Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)

(a) "International air transportation," as used in this clause, means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States," as used in this clause, means the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, and possessions of the United States.

“U.S.-flag air carrier”, as used in this clause, means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) The Contractor agrees, in performing work under this contract, to use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent that service by those carriers is available.

(d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [State reasons]: _____

(End of statement)

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of clause)

52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the

Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show--

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

- (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
- (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
- (3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration

management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the

contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://FARSITE.HILL.AF.MIL/>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFAR** (48 CFR ____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry.

All

(End of Clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
OUTSIDE THE UNITED STATES (JUN 1998)

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is--

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Naval Criminal Investigative Service (NCIS), Code 24; telephone, DSN 228-9113 or commercial (202) 433-9113.

(End of clause)

CAR-I01 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)

(a) The COR for this contract is:

Name: [*]
Mailing Address: [*]
Code: [*]
Telephone No.: [*]

* To be determined.

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

CAR-I06 WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS) (JUN 1996)(NSWCCD)

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:

- (a) Date of order
- (b) Contract number and order number.
- (c) Item number and description, quantity ordered, unit price and contract price.
- (d) Delivery or performance date.
- (e) Place of delivery or performing (including consignee).
- (f) Packaging, packing, and shipping instructions if any required.
- (g) Accounting and appropriation data.
- (h) Inspection invoicing and payment provisions to the extent not covered in the contract; and any other pertinent information.

CAR-I07 LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(a) This contract is incrementally funded and the amount currently available for payment hereunder is limited to [*] inclusive of fee. It is estimated that these funds will cover the cost of performance through [**]. Subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract, no legal liability on the part of the Government for payment in excess of [*] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

* To be specified in individual delivery orders

** To be specified in individual delivery orders

(b) If an individual delivery/task order is to be incrementally funded, the provision will be applicable to such delivery/task order and will be completed with the appropriate amounts and date.

CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Anita Nocton

ADDRESS: Naval Surface Warfare Center Carderock Division, Code 3352, 5001 S. Broad St., Philadelphia, PA 19112-1403

TELEPHONE: 215-897-7388

CAR-I13 STANDARD COMMERCIAL WARRANTY (JAN 1992)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of ____ months. (Offeror is to insert number.)

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section I of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this contract.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

SECTION J List of Documents, Exhibits and Other Attachments

LIST OF EXHIBITS/ATTACHMENTS

Attachment 1 - Diesel Engine Technical Specification Main Propulsion and Ship Service Diesel Engine, Retrofit Application for MHC-51 and MCM-1 Class Ships.

Attachment 2 - Contractor Logistic Services (CLS) Statement of Objective (SOO), Main Propulsion and Ship Service Diesel Engine Retrofit Application For MHC-51 and MCM-1 Class Ships

Attachment 3 - Performance Based Logistics Statement of Work (SOW), Main Propulsion and Ship Service Diesel Engine Retrofit Application For MHC-51 and MCM-1 Class Ships

Attachment 4 - Performance Based Logistic- Commercial (PBL-C) Statement of Work (SOW), Main Propulsion and Ship Service Diesel Engine Retrofit Application For MHC-51 and MCM-1 Class Ships

Attachment 5 – M Class Diesel Engine Conversion Training Requirements

Attachment 6 – MCM and MHC Installation Drawings

Attachment 7 - Past Performance Questionnaire

Attachment 8 - Provisioning Requirements SOW

Attachment 9 - Certificate of Performance

Exhibit A – DD Form 1423, Contract Data Requirement List

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,
County, Zip Code)**

**Name and Address of Owner and Operator of the
Plant or Facility if Other Than Offeror or
Respondent**

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) [] It has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) [] It has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and

60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official
Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal
Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's

board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone unites (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity
Controlled by a Foreign Government

Description of Interest, Ownership
Percentage, and Identification of
Foreign Government

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998)

(a) Does the offeror propose to furnish—

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry;
or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes () No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes () No ()

(2) Has the duty on such foreign supplies been paid?

Yes () No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact _____

Phone Number for Point of Contact _____

E-mail Address for Receipt of Electronic Distribution _____

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-16	Facilities Capital Cost of Money	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

COST PROPOSAL: SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS

To assist the Government in determining cost reasonableness/realism for CLINs 0011, 0012 and 0013 of this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

(a) **DIRECT LABOR** - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracted labor below). Information including the name, title, and actual hourly rate shall be provided by the Offeror for each individual proposed. If the Offeror proposes direct labor rates based on a composite rate structure, then the Offeror shall clearly identify the individuals comprising the composite, their respective actual hourly rates, and method used to derive the composite rate. The Offeror shall identify any escalation rates utilized in the preparation of their cost proposal, and shall provide historical information pertaining to the actual escalation rate experienced over the past three (3) year period. Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal. The Offeror shall provide a copy of the Employment Contract for any individual proposed who is not currently employed by the Offeror or subcontractor (if proposed).

(b) **FRINGE BENEFITS** - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

(c) **OVERHEAD** - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.

(d) **SUBCONTRACTING LABOR** - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe

benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract. The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be supported. It is the Offeror's responsibility to ensure that this support documentation is received by the Government within the timeframe (i.e. closing date) established for this instant solicitation.

Consultants: If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Include those items of costs associated with consultants (i.e. hours proposed, and hourly rate). A copy of the Consultant Agreement shall also be provided by the Offeror.

(e) OTHER - (1) Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) (f) Indir

(g) GENERAL & ADMINISTRATIVE EXPENSE - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(h) Facilities Capital Cost of Money: If this cost element is proposed, the offeror shall provide information pertaining to the derivation of the FCCOM costs (i.e. FCCOM factors and application bases).

(i) FEE - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

Note on Indirect Rates: Offerors shall list the cost elements that comprise the overhead, general and administrative expenses, and the other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates, DCAA recommended rates, and historical actuals (audited and unaudited) for the past three years. If proposed rates reflect negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained.

Note: Offerors should include completed Total Ownership Cost Worksheets for CLINs 0011-0013 in their cost proposals.

Section L - PROPOSAL PREPARATION REQUIREMENT

The offerors shall prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

Documents	Original	Copies
Solicitation, Offer and Award Document (SF-33)	1	2
Technical Proposal	1	9
Cost Proposal	1	3

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on diskette (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high density format, and it is requested that the spreadsheet files be compatible with Windows

95 Version 4.0, Excel 97 Version 8.0. The provision of these spreadsheet files on diskette in no way relinquishes the offeror's responsibility to provide hard copies of the cost proposal.

(1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

(2) TECHNICAL PROPOSAL

The technical proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation. There is a 100 page limit for the technical proposal. The technical proposal should address each evaluation factor. Proposals must be legible, double spaced, typewritten (on one side only), in a font size not smaller than 10, on paper not larger than eight and a half by eleven inches and not to exceed the page limits established herein. Size of the pages must be uniform, however, a maximum of 10 fold out charts or diagrams may be used. If proposal sections exceed the limitations set forth herein, excess text will be removed from the back of that section and not evaluated.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The technical proposal shall not contain any reference to cost; however, information shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, be organized in the following six (6) sections, and shall address in detail the following information:

SECTION 1 - INTRODUCTION

This section shall provide any necessary background information and an overview of the proposal which the offeror believes will assist in the understanding and accurate evaluation of the proposal.

SECTION 2 – DESIGN, INTERFACE AND MAINTAINABILITY CHARACTERISTICS

The offeror shall describe how the proposed engine will meet or exceed each of the requirements in the Statement of Work and shall address each of the following specific technical attributes.

Engine Design

- ? Ability to meet rating requirements for each application
- ? Design features to meet Low load operational requirements
- ? Commonality with commercial products (materials, rating and configuration)

- ? Commonality between applications
- ? Physical characteristics (dimensions and noise)

Interface

- ? Driven components (generator and reduction gear/integrated fluid variable reduction gear)
- ? Control/monitoring systems
- ? Mounting system
- ? Fluid systems (fuel, compressed air, cooling, exhaust, intake, lubricating)
- ? Enclosure system (MHC only)
- ? Ventilation system impact

Maintainability

- ? Man-hours required for planned maintenance
- ? Overhaul requirements

Engine Design. Define the ability of the proposed engines to meet the power ratings and low power operational requirements for each application; the commonality of proposed engines with existing commercially available products; the commonality between proposed engines for the four specified applications (i.e. MCM MPDE, MCM SSDG, MHC MPDE and MHC SSDG) and physical characteristics which include dimensions, weight and noise characteristics of the proposed engines. Describe commonality of proposed engines with commercial applications.

“Commonality with commercial products” as defined for this procurement means having the same power output, performance characteristics, reliability and durability in a marine or industrial application. Number of engines in use of similar designs for commercial applications shall be provided. Where commonality of proposed engines with existing commercially available products, performance, reliability and durability does not exist, documentation shall be submitted for those applications that do exist along with an assessment of the features in the application required by the acquisition Specification. Additionally, where there is no commonality of proposed engines with existing commercially available products, the offeror shall submit as part of the proposal: test reports/results which satisfactorily demonstrate the required power output, performance, reliability and durability required in the technical specification and statement of work. Detailed design data including engine and sub-component design data shall be submitted for Navy review. For each component, documentation shall be submitted that defines component design stresses, input tabulation for component analysis, metallurgical properties, safety factor, fatigue factor, Mean Time Between Failure (MTBF) data, Mean Time Between Overhaul (MTBO) data, failure histories, and details of ongoing component improvement programs. Design analysis shall include calculations, standards and basis of acceptance criteria used. Complete input data sheet shall be included with each component’s details. Design calculations for the engine components shall be accompanied by service experience and reliability data indicating the probability of component’s failure. Detailed design data is required for the following components/systems:

- ? Crankcase
- ? Crankshaft
- ? Bearings
- ? Connecting Rods
- ? Cylinders, liners, and pistons
- ? Cylinder Through or Tie Rod Bolts
- ? Bedplate, Cylinder Block or Engine Frame
- ? Turbocharger
- ? Aftercooler and Intercooler
- ? Exhaust System
- ? Coupling and Clutch

The offeror shall describe the electronic Fuel control system for all proposed engine configurations. System description shall address Electronic Control Unit (ECU) supportability: Describe plans to provide support for ECU components and software. For example, how would obsolescence of ECU components and software modifications be resolved? Provide examples of hardware/software support. Describe the architecture of the ECU. For example, are the controller and interface modules open architecture or proprietary? Identify any licensing required to maintain the appropriate system.

The offeror shall describe the ability to meet emissions requirements described in the procurement specifications.

The offeror shall provide in the proposal, test data that describes the structureborne and airborne noise characteristics of the proposed engine.

The offeror shall describe the design risk of the proposed engines.

Interface. The offeror shall describe and demonstrate the ability of the proposed engines to be installed while minimizing changes/impact to existing shipboard systems including the driven equipment, controls and monitoring systems, mounting systems, fluid systems, enclosure (MHC only) and ventilation systems respectively.

Maintainability. Provide the maintenance man-hours for 15 years of operation @ 2500 hours per year. Provide maintenance information including scheduled maintenance and scheduled overhaul timelines with a projected service life for the engines. The scheduled maintenance information shall include projected preventative/scheduled maintenance required to ensure the engines operate satisfactorily. The frequency and duration of such maintenance shall be clearly defined. Data including mean time between failures, meantime to repair, mean time to restart after maintenance, and mean time for scheduled maintenance will be evaluated. All life cycle cost associated with maintenance shall also be provided. An Overhaul schedule shall also be provided. An overhaul shall consist of the diesel engine and all other critical components. The schedule should be based on operating hours and the approximate time and cost associated with the overhaul/replacement shall be provided with respect to material cost and Labor Hours. If the overhaul can be done using ships force, the level of ships force expertise needed shall also be identified. The offeror shall describe and list the part(s) required for the various maintenance actions. [Define the recommended onboard repair parts \(OBRLPs\) and installation and checkout \(INCO\) spare parts lists.](#)

Failure to meet one or more of the following requirements specified in the technical specification may result in rejection of the offer: power output requirements, low power operational requirements, magnetic signature requirements, physical dimension and weight requirements and fuel control system configuration.

SECTION 3 - TECHNICAL AND LOGISTICS SUPPORT

The offeror shall describe and demonstrate ability to meet or exceed the requirements for technical and logistics support to include, but not be limited to contractor proposed maintenance philosophy specific to the Contractor Logistic Services (CLS) Statement of Objectives (SOO) [Attachment (2)], Performance Based Logistics (PBL) Statement of Work (SOW), [Attachment (3)] and Performance Based Logistics-Commercial (PBL-C) SOW, [Attachment (4)]. Describe the maintenance philosophy relative to the impact on ship's operation and maintenance requirements. Describe technical services availability and capability relative to engineering, technical, repair, maintenance and training. Describe the ability to sustain repair and replacement parts. Describe proposed mean delivery time on spare and replacement parts. Identify locations of parts available for purchase (i.e. stocking dealers) in the United States and abroad. Provide average monetary value of parts stocked per dealership. Describe the ability to supply Fleet training needs. Identify facilities and personnel at both corporate and dealership/distributorship levels. Average

years of instructor experience shall be identified. Quantity of sailors per year that can be trained (throughput) shall be identified. The proposal shall address warranty of products and services and product or service recall procedures including independent engineering analysis supporting recall decisions.

SECTION 4 - CORPORATE EXPERIENCE/RESOURCES, ESPECIALLY WITH REGARDS TO EXPERIENCE AS A DIESEL ENGINE MANUFACTURER

Describe experience in Navy and commercial marine diesel engine applications. Describe manufacturing, production, technical equipment, facilities, and other resources, or the ability to obtain them for use in performance of this contract. Describe the overall experience and capabilities specific to the installation requirements. Describe the quality or inspection system, processes and/or procedures which will be used to ensure compliance with the requirements contained in the Technical Specifications. This will include the means, methods and controls to be employed during purchasing, manufacturing, production, assembly, testing and inspection of the producer. Describe offeror's experience with DVD, PBL or CLS type contracts and commercial equivalents.

SECTION 5 – PAST PERFORMANCE

The past performance shall include the information about the offeror and proposed subcontractors according to the following: This information may be submitted prior to the other parts of the proposal to assist the Government in reducing the evaluation period, but it is not mandatory to deliver this material early. No early evaluation points will be awarded nor any early delivery penalty applied for failure to deliver the requested material early.

The Navy intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of an offeror's performance of relevant contracts. The Navy may review other relevant past performance information by the use of Attachment 7 including information from sources other than those identified by the Offeror. General trends in a contractor's performance will also be considered. Additionally, when subcontractors perform significant parts of the effort, their past performance will also be evaluated.

The offeror shall list their five (5) most recent contracts and/or subcontracts, awarded for similar supplies and services completed within the last three (3) years, and identify in specific detail for each why or how you consider that effort relevant or similar to the effort required by this solicitation. Contracts listed may include those entered into with the Federal Government, agencies of state and local governments and commercial customers.

The following detailed information shall be provided for each of the five contracts:

1. Name of Customer (Federal Contracting Agency, Local Government, Commercial Customer, etc.)
2. Contract/Subcontract Number
3. Contract Type
4. Total Contract Value
5. Customer Point of Contact (Please list two names, phone numbers and a fax number)
6. Period of Performance

The offeror shall provide information on problems (show cause, cure notice, termination for default, quality issues, defective pricing issues, litigation etc.) encountered on these contracts and corrective actions taken to resolve those problems.

The following elements shall be addressed in narrative form:

1. Quality of Product including Quality Awards. Describe quality and compliance with contract requirements, accuracy of technical data, and rework of major and minor components. The

offeror should describe any quality awards or certifications that indicate the offeror possesses a high quality process for developing and producing the product and/or providing relevant services. Examples: Malcolm Baldrige Quality Award, Government Quality Awards and or private sector awards or certifications. Identify what segment of the company received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

2. Timeliness of performance. Met interim milestones, reliable, responsive to technical direction, completed on time.
3. Customer Satisfaction. Satisfaction of end users with the contractor's service.
4. Small Business Subcontracting Program. The offeror shall describe the efforts and results achieved in pursuit of the offeror's responsibilities outlined in FAR 52.219-9, Small Business Subcontracting plan. Those statistical results compared to established goals shall be presented listed for individual contracts or on an annual basis depending on the type of plan negotiated. Performance period shall be over the last three years from the issue date of the solicitation. Copies of required reports and evidence of results of special initiatives are acceptable. Other information or performance awards related to small business subcontracting efforts may be submitted as appropriate.

The offeror shall also include as part of the proposal:

Documentation describing previous marine and/or industrial applications similar to the application required by the acquisition Specifications:

Owner, including point of contact, address, phone number, and telefax number.

Name of ship or facility containing the engine.

Type of marine application (propulsion, generator, other).

For propulsion service, provide the number of engines per shaft, type of drive (geared, electric, direct) and type of propeller.

Model number, serial numbers, year engine entered service.

Nameplate rating: bhp and RPM or kW (brake power) and RPM.

Operating hours.

Type of fuel used.

Service and Warranty Records

Any component replacements/repairs, other than normal maintenance that has been done since the engine entered service. Provide background on why this was done.

If failures have occurred, provide detail or description of the failure and provide failure analysis and corrective action taken.

Description of any component improvement programs in progress and the status report.

The Navy may use the above documentation or any other reference list submitted by the supplier to establish the service history of the proposed engine model as one of the criteria in determination of the recommended time between overhaul and to compare with the failure data goals for the particular application. Documentation including above information shall be submitted to support service history review.

The engine configuration of the service applications shall be clearly defined. Any differences with the manufacturer's current production engine shall also be defined. A description of the technical development of the engine including its rating when first used in marine applications, any subsequent upgrades, and major design changes shall be provided.

Describe previous experience with Federal supply agencies.

Each offeror has the opportunity to provide in its proposal any information regarding its past performance of contracts similar to the Navy's requirement that it would like the Navy to consider. Such information

may be in the nature of additional information to that which the Navy has readily available, or which has already been rated under the CPARS system, or which the offeror considers essential to the Navy's evaluation or explanatory information of substandard or poor performance and the corrective actions taken to proven a recurrence. The Navy reserves the right to verify statements and representations made in an offeror's proposal.

SECTION 6 - SMALL, SMALL DISADVANTAGED, VETERAN OWNED, SERVICE DISABLED VETERAN OWNED AND WOMEN-OWNED BUSINESS AND HISTORICALLY BLACK COLLEGES OR UNIVERSITIES AND MINORITY INSTITUTION SUBCONTRACTING

- ? The extent to which such firms are specifically identified in the proposal and subcontracting plan
- ? The extent of commitment to use such firms
- ? The complexity and variety of the work such firms are to perform
- ? The extent of participation of such firms in terms of the value of the total acquisition

Describe the extent to which such firms are specifically identified in the proposal and subcontracting plan, the extent of commitment to use such firms, the complexity and variety of the work such firms are to perform and the extent of participation of such firms in terms of the value of the total acquisition. Although FAR 52.219-9 does not apply to small business, FAR 52.219-8 does apply and small businesses will be required to address this factor.

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; X DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a contract resulting from this solicitation as follows:

CLINs 0001 through 0010: Fixed Price, Indefinite Delivery, Indefinite Quantity
 CLINs 0011-0013: Cost Plus Award Fee, Indefinite Delivery, Indefinite Quantity
 CLIN 0014: Fixed Price, Indefinite Delivery, Indefinite Quantity
 CLIN 0015: Fixed Price, Indefinite Delivery, Indefinite Quantity

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Anita Nocton, Naval Surface Warfare Center Carderock Division, Code 3352, 5001 S. Broad St., Philadelphia, PA 19112-1403.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://FARSITE.HILL.AF.MIL/>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SINGLE AWARD FOR ALL ITEMS (JUN 1996) (NSWCCD)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

The Government reserves the right to award only some of the items under this solicitation if determined to be in the best interests of the Government.

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

EVALUATION OF PROPOSALS

(a) **General.** Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g., Technical Capability and Cost) are set forth below and parallel the solicitation response called for elsewhere herein.

(b) **Initial Evaluation of Offers.** An evaluation plan has been established to evaluate offers pursuant to the factors set forth in (g) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(c) **Evaluation Approach.** The following evaluation approach will be used:

(1) *Technical Proposal.* The evaluators will prepare a narrative description for each technical evaluation factor. All evaluation factors other than cost or price will be combined into an adjectival rating of either Superior, Good, Acceptable, Unacceptable but Susceptible of Being Made acceptable, or Unacceptable and Incapable of Being Made Acceptable.

(2) *Cost or Price Proposal.*

(i) Although cost or price is not scored, numerically weighted, or combined with the other evaluation factors to establish an adjectival rating, it will be evaluated for magnitude and realism. The determination of the magnitude of the cost proposal will be based on the total of all proposed costs. Cost realism is a determination of the probable cost of performance for each offeror. In those evaluations where all other evaluation factors, when combined, are significantly more important than cost or price, the degree of importance of the cost or price factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(iii) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates (including issues regarding the applicability of uncompensated overtime) will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation. Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.

(d) *Competitive Acquisition Instructions.*

(1) If the provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be in the competitive range.

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) ***Discussion/Final Proposal Revisions.*** The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(f) ***Basis for Contract Award.*** The basis for award of a contract(s) as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated below. The integrated assessment may include consideration of the strengths and weaknesses of the proposals. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

(1) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(2) All evaluation factors other than cost or price, when combined, are significantly more important than cost or price;

(g) ***Evaluation Factors.*** The importance for each of the Technical evaluation factors used in evaluating and determining the offer which represents the best value to the Government is listed below. Technical factors are most important, and price is considered the least important. The Technical factors are listed in descending order of importance with Factor 1 roughly twice as important as Factor 2; Factors 3 and 4 are of equal importance and are more important than Factor 5. Subfactors of Factor 1 are in descending order of importance; Subfactor 1 of Factor 2 is more important than the other subfactors; Subfactors of Factor 3 are of equal importance; Subfactor 4 of Factor 4 is less important than subfactors 1 through 3; Subfactors of Factor 5 are of equal importance.

A. Technical Factors:

1. Engine Design, Interface and Maintainability Characteristics

Engine Design

- ? Ability to meet rating requirements for each application
- ? Design features to meet Low load operational requirements
- ? Commonality with commercial products (materials, rating and configuration)
- ? Commonality between applications
- ? Physical characteristics (dimensions)

Interface

- ? Driven Components (generator and reduction gear/integrated fluid variator gear)
- ? Control/monitoring systems
- ? Mounting system
- ? Fluid system (fuel, compressed air, exhaust, cooling, intake, lubricating)
- ? Enclosure system (MHC only)
- ? Ventilation system

Maintainability

- ? Man-hours required for planned maintenance
- ? Overhaul requirements

2. Technical and Logistics Support

- ? Maintenance Philosophy
- ? Tech services availability/capability
- ? Spare/Replacement Parts availability
- ? Number of dealers and distributors
- ? Ability to provide training
- ? Warranty

3. Corporate Experience/Resources, Especially with regards to experience as a diesel engine manufacturer

- ? Naval Installations
- ? Commercial Marine Installations
- ? Manufacturing Facilities and Equipment
- ? Overall experience and capabilities specific to the installation requirements
- ? Quality Assurance
- ? *Experience with DVD, PBL or CLS type contracts (commercial equivalent)*

4. Past Performance

- ? Quality of Product and related services (prime and sub contractors)
- ? Timeliness of Performance
- ? Customer Satisfaction
- ? Past performance in complying with requirements at FAR 52.219-9, Small Business Subcontracting Plan

5. Small, Small Disadvantaged, Veteran Owned, Service Disabled Veteran Owned, and Women-Owned Business and Historically Black Colleges or Universities and Minority Institution Subcontracting

- ? The extent to which such firms are specifically identified in the proposal and subcontracting plan
- ? The extent of commitment to use such firms
- ? The complexity and variety of the work such firms are to perform
- ? The extent of participation of such firms in terms of the value of the total acquisition

B. Price.

PRICE EVALUATION

All proposed unit pricing will be reviewed for material imbalances.

For CLIN 0001, First Article Testing and Units, price will be evaluated based on total First Article Test (FAT) requirements as described in the Diesel Engine Technical Specification (Attachment 1), (i.e. if the offeror's proposal specifies engines within the same "family" of engines, overall FAT requirements are reduced.) All specified testing will be required on at least one engine application configuration. Reduced testing requirements apply to the engine applications which successfully meet the "family of engine" requirements. Reduced testing will include all specified testing with the exception of shock testing and associated shock test inspections for engines which meet the "family of engines" criteria as described in the Engine technical specification.

CLINs 0002 through 0007 (production units) will be evaluated by applying the applicable proposed unit prices for each engine to the following notional installation schedule:

Definitions:

- (1) MCM 3-14 Shipset = (4) MPDEs + (3) SSDGs
- (1) MHC-51 Shipset = (2) MPDEs + (3) SSDGs
- (1) MCM 1 & 2 Shipset = (4) MPDEs + (3) SSDGs

	FY04 Conversions (shipsets)	FY05 Conversions (shipsets)	FY06 Conversions (shipsets)	FY07 Conversions (shipsets)	FY08 Conversions (shipsets)
MCM (3-14) Texas	1	1	1	2	3
<i>MCM (3-14)</i> Bahrain	0	0	1	1	0
MCM (3-14) Japan	0	0	1	1	0
MHC (51-62) Texas	0	1	2	3	4
MHC (51-62) Bahrain	0	0	0	1	1
MCM (1-2) Texas	0	0	0	1	1

Evaluation of CLIN 0008 (Training) will be evaluated by multiplying the unit cost for each training course per year times the number of courses anticipated for that year. Anticipated training quantities per year:

Fleet (shipboard) training:

FY 04- 1 MCM CL Ship

FY 05- 1 MCM CL Ship, 1 MHC CL Ship

FY 06- 3 MCM CL Ships, 2 MHC CL Ships
 FY 07- 5 MCM CL Ships, 4 MHC CL Ships
 FY 08- 4 MCM CL Ships, 5 MHC CL Ships

Dealership/Distributorship (intermediate) training:

FY 05- 1 MCM CL Ship
 FY 06- 1 MCM CL Ship, 1 MHC CL Ship
 FY 07- 3 MCM CL Ships, 2 MHC CL Ships
 FY 08- 5 MCM CL Ships, 4 MHC CL Ships

Corporate Facility (factory) training:

FY04 2 MCM, 0 MHC
 FY05 2 MCM, 2 MHC
 FY06 2 MCM, 2 MHC
 FY07 2 MCM, 2 MHC
 FY08 2 MCM, 2 MHC

CLIN 0009 (Spares/overhaul kits) will be evaluated by adding total required spares/overhaul kits for complete MCM/MHC conversion. Note: the procurement of Minor/Major Overhaul kits is only anticipated if CLIN 0013 is executed. If CLIN 0011 or 0012 is executed, the Government does not anticipate procurement of Minor/Major Overhaul kits. Minor and Major Overhaul kits will be included in the evaluation regardless of whether CLIN 0011, 0012, or 0013 is executed. For the purpose of source selection, the Government will evaluate spares/overhaul kits by multiplying the unit cost for each spare per year times the number of spares/overhaul kits anticipated for that year. Anticipated spares/overhaul kit quantities per year:

Initial Outfitting Spares:

FY 04- 1 MCM CL Ship
 FY 05- 1 MCM CL Ship, 1 MHC CL Ship
 FY 06- 3 MCM CL Ships, 2 MHC CL Ships
 FY 07- 5 MCM CL Ship, 4 MHC CL Ships
 FY 08 4 MCM CL Ship, 5 MHC CL Ships

Replenishment Spares:

FY 04- 1 MCM CL Ship
 FY 05- 1 MCM CL Ship, 1 MHC CL Ship
 FY 06- 3 MCM CL Ships, 2 MHC CL Ships
 FY 07- 5 MCM CL Ship, 4 MHC CL Ships
 FY 08 4 MCM CL Ship, 5 MHC CL Ships

Minor Overhaul Kit:

FY 05- 1 MCM CL Ship, 1 MHC CL Ship
 FY 06- 3 MCM CL Ships, 2 MHC CL Ships
 FY 07- 5 MCM CL Ship, 4 MHC CL Ships
 FY 08 4 MCM CL Ship, 5 MHC CL Ships

Major Overhaul Kit:

FY 05- 1 MCM CL Ship, 1 MHC CL Ship
 FY 06- 3 MCM CL Ships, 2 MHC CL Ships
 FY 07- 5 MCM CL Ship, 4 MHC CL Ships
 FY 08 4 MCM CL Ship, 5 MHC CL Ships

Evaluation of CLIN 0010 (technical data) will be performed by adding the unit prices for all sub-CLINs.

CLINs 0011, 0012, 0013

*Evaluation of CLIN 0011 through 0013 will be performed by evaluating total ownership costs. The Government will execute one of these CLINs based on best value to the Government. For purposes of cost evaluation, the Government will only include in the final evaluated amount the cost for the CLIN that has the lowest evaluated ownership cost for each offeror **after adjustment for cost realism if necessary**. In order for the Government to evaluate CLS, PBL and PBL-C proposals, the following amounts (which represent the Navy's anticipated non-Contracted costs for each of the proposed services throughout the life of the contract) will be added to the Contractor's individual CLS, PBL and PBL-C costs proposal figures. The evaluation will rank the proposal based on best overall value to the Government (i.e. Contractor's Cost + Navy's anticipated non-contracted costs). The Government plans to select one of the three CLINs based on best overall value which would be most advantageous to the Government. The following worksheet will be used to compare CLS, PBL and PBL-C:*

CLS Total Ownership Cost Worksheet									
	MCM Ships Converted (Cumulative Ship Totals)	Contractor Proposed Cost/MCM Ship (\$)		MHC Ships Converted (Cumulative Ship Totals)	Contractor Proposed Cost/MHC Ship (\$)		Cumulative Nr Engines Converted (Engines)	CLS Anticipated Non-Contract Government Costs per engine (\$)	Total Cost per FY (\$)
FY04	(1	x	) + (	0	x	) + (	7	x \$ 2,322	=
FY05	(2	x	) + (	1	x	) + (	19	x \$ 2,462	=
FY06	(5	x	) + (	3	x	) + (	50	x \$ 2,610	=
FY07	(10	x	) + (	7	x	) + (	105	x \$ 2,766	=
FY08	(14	x	) + (	12	x	) + (	158	x \$ 2,932	=
Total FY04-FY08 Cost									

PBL Total Ownership Cost Worksheet									
	MCM Ships Converted (Cumulative Ship Totals)	Contractor Proposed Cost/MCM Ship (\$)		MHC Ships Converted (Cumulative Ship Totals)	Contractor Proposed Cost/MHC Ship (\$)		Cumulative Nr Engines Converted (Engines)	PBL Anticipated Non-Contract Government Costs per engine (\$)	Total Cost per FY (\$)
PBL									
FY04	(1	x	) + (	0	x	) + (	7	x \$ 8,083	=
FY05	(2	x	) + (	1	x	) + (	19	x \$ 8,568	=
FY06	(5	x	) + (	3	x	) + (	50	x \$ 9,083	=
FY07	(10	x	) + (	7	x	) + (	105	x \$ 9,627	=
FY08	(14	x	) + (	12	x	) + (	158	x \$ 10,205	=
Total FY04-FY08 Cost									

PBL-C Total Ownership Cost Worksheet									
	MCM Ships Converted (Cumulative Ship Totals)	Contractor Proposed Cost/MCM Ship (\$)		MHC Ships Converted (Cumulative Ship Totals)	Contractor Proposed Cost/MHC Ship (\$)		Cumulative Nr Engines Converted (Engines)	PBL-C Anticipated Non-Contract Government Costs per engine (\$)	Total Cost per FY (\$)
PBL									
FY04	(1	x	) + (	0	x	) + (	7	x \$ 16,410	=
FY05	(2	x	) + (	1	x	) + (	19	x \$ 17,394	=
FY06	(5	x	) + (	3	x	) + (	50	x \$ 18,438	=
FY07	(10	x	) + (	7	x	) + (	105	x \$ 19,544	=
FY08	(14	x	) + (	12	x	) + (	158	x \$ 20,717	=
Total FY04-FY08 Cost									

Note: Offerors should include the completed worksheets in their cost proposal.

In addition, the following applies to the evaluation of CLINS 0011, 0012 and 0013:

1. The offeror's cost proposal will be evaluated by the Contracting Officer and Contract Specialist considering:
 - (a) Completeness: All cost information required by the RFP has been submitted.
 - (b) Realism: Costs are compatible with proposal scope i.e., costs are neither excessive nor insufficient for the effort to be accomplished.
 - (c) Reasonableness: Costs are fully justified and documented, i.e., developed by using appropriate and acceptable methodologies, factual and verifiable data, estimates supported by valid and suitable assumptions and estimating techniques.

CLIN 0014 (Special Tools) will be evaluated by adding the unit prices of the special tools required for complete MCM and MHC conversion.

One set per ship of onboard special tools will be procured for each ship during year of installation. The Government anticipates that one set of Intermediate and Depot Level tools will be procured only if the PBL-C CLIN is executed (anticipated procurement year would be FY04).

CLIN 0015 – Installation detailed design support will be evaluated by adding the cost proposed for this effort to the total proposal cost.